



**REGULAR WORK SESSION & MEETING
OF THE CITY COUNCIL**

October 27, 2015

ADDISON TOWN HALL

**5300 BELT LINE RD., DALLAS, TX 75254
6:00PM WORK SESSION--RECEPTION
7:30PM REGULAR MEETING**

WORK SESSION

-
1. Reception For Addison Citizen Academy Graduates.
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REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council
Events and Activities

Discussion of Events/Meetings

Public Comment.

The City Council invites citizens to address the City Council on any topic not on this agenda. Please fill out a **City Council Appearance Card** and submit it to a city staff member prior to Public Participation. Speakers are allowed **up to three (3) minutes per speaker** with **fifteen (15) total minutes** on items of interest or concern and not on items that are on the current agenda. In accordance with the Texas Open Meetings Act, the City Council cannot take action on items not listed on the agenda. The Council may choose to place the item on a future agenda.

Regular Items

2. Present **Certificates To The 2015 Citizen's Academy Graduates.**
3. Consider A **Resolution Authorizing The City Manager To Enter Into A Professional Services Agreement With Halff Associates, Inc., To Complete The Detailed Studies Of The Remaining Stormwater Drainage Basins** In An Amount Not To Exceed \$900,350.00.
4. Consider A **Resolution Authorizing The City Manager To Enter Into An Agreement For Fire Department Automatic Aid Between The Town Of Addison And The Cities Of Carrollton, Coppell And Farmers Branch.**
5. Consider A **Resolution Authorizing The City Manager To Enter Into An Agreement With The Texas Department Of Transportation To Participate In The Routine Airport Maintenance Program (RAMP) Grant For Airport Improvements At Addison Airport** In An Amount Not To Exceed \$50,000.00.
6. Consider An **Ordinance Amending Chapter 66 (Solid Waste) Of The Code Of Ordinances For The Town Of Addison To Provide Regulations For The Placement Of Recycle Containers.**
7. **Review, Discuss & Take Needed Action Regarding Public Comment Guidelines.**
8. Discuss And Consider **Action Needed Regarding The Selection And Employment Of The City Manager.**

Executive Session

9. Closed (executive) session of the Addison City Council pursuant to:

Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney(s) on a matter in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, pertaining to

- **Town of Addison v. Landmark Structures I, L.P. and Urban Green Energy Cause No. DC-15-0761 44th Judicial District Court, Dallas County, Texas**
- **The ponds or lakes at Vitruvian Park, located within the vicinity and east of the intersection of Vitruvian Way and Ponte Ave, and Farmers Branch Creek**

Reconvene from Executive Session

10. **RECONVENE INTO REGULAR SESSION:** In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matter discussed in Executive Session.

Adjourn Meeting

NOTE: The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the City); §551.072 (purchase, exchange, lease or value of real property); §551.074 (personnel or to hear complaints against personnel); §551.076 (deployment, or specific occasions for implementation of security personnel or devices); and §551.087 (economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

Posted:

Laura Bell, 10/23/2015, 5:00pm

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS WITH DISABILITIES.
PLEASE CALL (972) 450-7090 AT LEAST
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

AI-1373

1.

Work Session and Regular Meeting

Meeting Date: 10/27/2015

Department: City Manager

AGENDA CAPTION:

Reception For **Addison Citizen Academy Graduates.**

BACKGROUND:

n/a

RECOMMENDATION:

n/a

AI-1374

2.

Work Session and Regular Meeting

Meeting Date: 10/27/2015

Department: City Manager

AGENDA CAPTION:

Present **Certificates To The 2015 Citizen's Academy Graduates.**

BACKGROUND:

n/a

RECOMMENDATION:

n/a

Work Session and Regular Meeting**Meeting Date:** 10/27/2015**Department:** Infrastructure- Development Services

AGENDA CAPTION:

Consider A **Resolution Authorizing The City Manager To Enter Into A Professional Services Agreement With Halff Associates, Inc., To Complete The Detailed Studies Of The Remaining Stormwater Drainage Basins** In An Amount Not To Exceed \$900,350.00.

BACKGROUND:

In 2009, Halff Associates began work on the assessment of the eight stormwater drainage basins in Addison. Out of the eight basins, two detailed studies have been completed, Keller Springs and Hutton Branch basins. One of the original tasks was the development of a capital improvement program that would guide staff in determining what projects need to be completed to address any stormwater issues that were found. In order to properly prioritize the CIP, we believe it is necessary to complete the detailed assessments of all the remaining basins. This will help to determine what projects are indeed the most critical and to determine funding needs. The remaining 6 drainage basins are Rawhide Creek, Addison Circle, South Addison, Farmers Branch Creek, White Rock Creek, and Hall Branch. Study is scheduled to be complete at the end of FY2016.

The attached proposal from Halff contemplates the completion of the remaining basins to cover the rest of the town. The scope of work for this effort generally consist of the following:

1. Detailed analysis and evaluation of existing drainage system in each basin
2. Identification of drainage problem areas
3. Incorporate Beltline Road study, Oaks North study, Midway Road improvements, recent stormwater improvements near the southern portion of Addison Airport and Vitruvian Park stream and stormwater improvements along Farmers Branch Creek
4. Formulation and evaluation of an array of stormwater management alternatives to address drainage problem areas
5. Coordinate study results with Town of Addison staff, neighborhood and business associations
6. Make Stormwater Management Master Plan recommendations for each basin
7. Investigate green infrastructure and Low Impact Development opportunities to complement the proposed improvements in the basins
8. Prepare an Executive Summary Report and Digital Documentation.

Halff Associates has performed many stormwater related tasks for the Town and their work has always been found to be exemplary.

RECOMMENDATION:

Administration recommends approval.

Fiscal Impact

Budgeted Yes/No: Yes

Funding Source: Storm Water Fund

Amount: \$900,350

Attachments

Halff MSA

Remaining Basin Proposal

Basin Map

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made by and between Halff Associates, Inc., a Texas corporation (herein sometimes referred to as "Halff") with an address at 1201 N. Bowser, Richardson, TX 75081 and the Town of Addison, Texas with an address at 16801 Westgrove Drive, Addison, Texas 75001 (herein sometimes referred to as "Client") (Halff and Client are sometimes referred to herein together as the "parties" and individually as a "party").

Recitals:

1. Halff is engaged in the business of providing various types of professional work and services, including engineering, architecture, landscape architecture, surveying, and other professional work and services identified generally in Exhibit A attached hereto and incorporated herein.
2. From time to time, Client has a need for the work and services that Halff provides, and may request Halff to provide one or more of the work and services identified in Exhibit A. As set forth in this Agreement, any such request will be made in writing to Halff, and the specific work and services to be provided by Halff pursuant to such request will be described in an instrument entitled "Work Authorization," the form of which is attached to this Agreement as Exhibit A-1.
3. In anticipation of the parties' agreeing to one or more Work Authorizations, Halff and Client desire by this Agreement to set forth certain of the terms, conditions and provisions that will govern Work Authorizations.

NOW, THEREFORE, for and in consideration of the above and foregoing Recitals, the benefits flowing to the parties, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, Halff Associates, Inc. and the Town of Addison, Texas do contract and agree as follows:

Section 1. Work Authorizations and Scope of Services. As set forth in the Recitals, this Agreement anticipates the execution of one or more written Work Authorizations (see Exhibit A-1, Sample Work Authorization) and sets forth the terms and conditions pursuant to which Halff will provide Client the work and services (referred to herein as the "Services") specified herein and in each Work Authorization. Each Work Authorization shall specify the scope of Services to be performed, a general description of Client's project for which the Services are to be provided (the "Project"), the time period for performance, the agreed-upon fees, and any additional provisions applicable to such Services.

Halff shall serve as Client's design professional representative for each Work Authorization, providing professional services, consultation and advice with respect thereto. Halff's Services consist of that work and services performed by Halff and its owners, directors, officers, employees, agents, contractors, subcontractors, representatives, and consultants as more specifically defined in the individual Work Authorizations.

Halff shall not begin work on any Services until Client directs Halff in writing to proceed.

Section 2. Performance of Services; Standard of Care.

A. Halff will perform its Services in a manner consistent with that level of care and skill ordinarily exercised by reputable members of Halff's profession then providing similar services and practicing in the same locality, under similar conditions and at the date the Services are provided.

B. If included in a Work Authorization, the Services during construction of a Project for which the Services were provided will be limited to observation and testing of construction operations, except as may otherwise be set forth in the Work Authorization. Halff will not be responsible for constant or exhaustive inspection of the Project construction work, the means and methods of construction or the safety procedures employed by others.

C. Notwithstanding the foregoing or any other provision of this Agreement or any Work Authorization:

1. Halff represents and warrants that it is authorized by the State of Texas, as may be required by applicable law, rule, or regulation, to practice and provide the Services set forth in this Agreement and that any necessary licenses, permits or other authorization to perform such Services have been acquired as required by such law, rule, or regulation.

2. Halff and Client agree and acknowledge that Client is entering into this Agreement in reliance on Halff's professional abilities with respect to performing the Services described herein and in any Work Authorization.

3. Halff agrees to use its professional skill, judgment and abilities in the performance of the Services hereunder and shall abide by the standard of professional ethics and use the skill, care, and diligence commensurate with the requirements of its profession as is used by reputable members of its profession currently performing the same services in the Dallas, Texas metroplex area under similar conditions.

4. Halff shall perform the Services in accordance with all applicable laws, statutes, ordinances, regulations, codes and rules of any federal, state or local governmental entity, including the Town of Addison, or agency having jurisdiction over any matter related to this Agreement or any Project for which the Services are being provided by Halff, and in accordance with the standard of care set forth herein. Additionally, Halff agrees to perform its Services in a manner consistent with those standards, policies and orders that are applicable to the Services and which are timely provided to Halff, in writing, by Client, it being understood and agreed that Halff would not necessarily have such knowledge without same being provided by Client.

D. Halff shall perform all Services in a timely and professional manner, utilizing at all times an economical and expeditious manner for performing such Services consistent with the standards set forth herein and shall cause all subcontracted Services to be similarly undertaken and performed. Halff agrees to perform its Services in accordance and a manner consistent with the terms and conditions of this Agreement, including (without limitation) the standard of care set forth in this Agreement. Halff shall re-perform and otherwise remedy any Services provided by or for Halff (including any subcontracted Services) not meeting or satisfying the standard of care set forth herein without additional compensation.

E. Notwithstanding Client's review, approval or acceptance of any Services, and including any drawings, plans, documents, designs, materials, reports, proposals, records, specifications, deliverables, or any other instruments representing Halff's professional services prepared by or for Halff under or in connection with this Agreement (collectively, "Drawings"), Halff represents that such Services, including any Drawings shall be performed and provided in a manner consistent with the standard of care identified above.

Approval or acceptance by Client of any Services provided by or for Halff, and including any Drawings, shall not constitute nor be deemed a release of the responsibility and liability of Halff, its owners, officers, managers, employees, subcontractors, and consultants for the accuracy and competency of the same (and Halff shall be and remain liable to Client for damages caused by Halff's negligent or intentionally wrongful performance, acts or omissions, or willful misconduct, under this Agreement), nor shall such approval or acceptance be deemed to be an assumption of or an indemnification for such responsibility or liability by Client, including for any defect, error or omission in the same, it being understood that Client at all times is relying on Halff's skill and knowledge in preparing and providing the Services, including Drawings. Halff shall be wholly and solely responsible for the Services provided by any owner, officer, manager, employee, representative, agent, contractor or subcontractor of Halff.

F. Except for Halff's contractors and subcontractors, Halff has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet project schedules, therefore, Halff's opinion of probable construction costs and of Project schedules, if any, shall be made on the basis of experience and qualifications as a professional engineer (or architect or other professional providing service to Client, as the case may be). Halff does not guarantee that proposals, bids, or actual project costs will not vary from Halff's cost estimates (opinions of probable construction cost) or that actual schedules will not vary from Halff's projected schedules. Halff agrees to promptly advise Client if it is or becomes aware or is provided with actual knowledge that construction or other costs may exceed the latest approved Project budget. If Halff is or becomes aware of the same, or such information is provided to Halff, it agrees to assist Client by making recommendations for corrective action.

G. Except as set forth in this Agreement and in any Work Authorization, Halff makes no other representation, guarantee, or warranty, express or implied, regarding the Services, communication (oral or written), report, opinion, or instrument of service provided under this Agreement.

Section 3. Halff's Responsibilities.

Notwithstanding any other provision of this Agreement, Halff will perform the Services as an independent contractor and shall not act as or be construed to be, and none of its owners, officers, employees, representatives, agents, contractors, or subcontractors shall act as or be construed to be, an agent or employee of Client, and nothing in this Agreement or any Work Authorization is intended to nor shall be construed to create a partnership, joint venture, joint enterprise, or agency relationship between the parties hereto or to allow Client to exercise discretion or control over the professional manner in which Halff performs the Services which are the subject matter of this Agreement. Halff shall be solely responsible for the conduct of its own employees and for any of its employees' compensation, benefits, contributions, and payroll taxes. Halff shall be wholly and solely responsible for any work or services provided by any

owner, officer, employee, agent, representative, contractor or subcontractor of Halff. Halff will (i) provide qualified staff to perform the Services specified in any Work Authorization; (ii) maintain records of site activities and costs for each Project for which Halff provides Services to Client for a period of four (4) years from completion of Halff's Services; (iii) work, to the extent reasonably possible, in coordination with Client's employees, contractors, consultants and other site staff so as not to impede the progress of a Project; and (iv) require its personnel to maintain a safe, clean and orderly work environment.

Halff shall be responsible for the professional quality, technical accuracy, and the coordination of all Drawings all work and Services furnished by, for, or on behalf of Halff under this Agreement.

Section 4. Term and Termination.

A. Term. The term of this Agreement shall commence on the date of execution of this Agreement, and shall continue in effect for a period of one (1) year thereafter (the "Initial Term"), or until terminated by either party as provided herein. Following the Initial Term and unless Client notifies Halff at least 30 days prior to the end of the Initial Term or any Renewal Term that Client is electing not to renew this Agreement (the "Non-Renewal Notice"), and subject to the termination provisions of this Agreement, this Agreement shall automatically renew for an additional one (1) year period and thereafter will automatically renew on each one year anniversary date for successive one (1) year periods, not to exceed three in number (so that, after the Initial Term, this Agreement will automatically renew for a total of four (4) successive one year periods, subject, however, to the Client's election to not renew this Agreement by giving Halff a Non-Renewal Notice, and to the termination provisions hereof) (each such successive one year period following the Initial Term being a "Renewal Term"). Each Renewal Term shall be on the same and subject to the terms, provisions, and conditions of this Agreement.

B. Termination for Convenience. This Agreement and/or any Work Authorization may be suspended or terminated at any time and for any (or no) reason by Client, in Client's sole discretion, by Client giving to Halff written notice of such suspension or termination, with such suspension or termination to be effective thirty (30) days after Halff's receipt of such notice or as may otherwise be described in such notice. In the event of such suspension or termination by Client, Halff shall have no recourse against Client except for payment of the Services of Halff performed hereunder in accordance with and subject to the terms, conditions, and provisions of this Agreement and for which Halff has not been paid.

C. Termination for Cause. Either party may terminate this Agreement (and any Work Authorization) if the other party breaches this Agreement (or Work Authorization, as the case may be) and (i) such breach remains uncured for a period of ten (10) days after notice thereof (which notice shall specifically identify the breach) is received by the breaching party, or (ii) if the breach cannot with diligence be cured within the said ten (10) day period, if within such ten (10) day period the breaching party provides the non-breaching party written notice of the curative measures which it proposes to undertake which are acceptable to the non-breaching party, and proceeds promptly to initiate such measures to cure such failure, and thereafter prosecutes the curing of such failure with diligence and continuity, the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of such failure with diligence and continuity, but in any event not to exceed twenty (20) days following the occurrence of the breach.

D. Client shall compensate Halff for all Services properly performed by Halff under this Agreement and in accordance with the terms, conditions, and provisions hereof through the date of any termination. Upon the termination of this Agreement and any Work Authorization for any reason, Halff shall cause to be promptly delivered to Client a copy of all of Drawings (whether completed or partially completed) prepared by or for Halff in connection with this Agreement (and/or any Work Authorization). Upon termination of this Agreement for any reason, if Client has compensated Halff for Services not yet performed, Halff shall promptly return such compensation to Client.

Section 5. Compensation.

A. Halff shall be compensated for its Services either on a (i) time-and-materials basis with a not to exceed amount, (ii) fixed-price basis, or (iii) any other method, as mutually agreed upon and as specified in each Work Authorization.

B. Halff shall submit its invoices for Services rendered to Client monthly, which invoices shall be in form and content satisfactory to Client. Each invoice shall be accompanied by such documentation as Client may reasonably require to verify the accuracy of the invoice, including (i) identification of the personnel of Halff providing Services, the number of hours (or portion thereof) of Services provided by each such person, and the then current hourly billing rates for each such person, (ii) an itemized statement of reimbursable costs incurred (if any) and copies of any receipts or other documentation in support thereof, and (iii) the sum of all prior payments under this Agreement and any Work Authorization. Notwithstanding any terms to the contrary, Client agrees that Services performed on a fixed-price basis, including but not necessarily limited to a lump sum basis, shall not require Halff to submit those items listed in subitem (i) above. Halff shall not be entitled to any compensation for any Services not actually performed or for any lost profits as a result of any abandonment, termination, or suspension of any Services by Client. Except for any amount included in the invoice that Client may dispute in writing and subject to the terms, conditions and provisions of this Agreement, Client will pay Halff within thirty (30) days after the date of Client's receipt of Halff's invoice, and interest on an overdue payment may be charged to Client in accordance with Chapter 2251, Tex. Gov. Code. Interest on amounts that are past due shall be computed from the date the payment becomes overdue. Any provision hereof to the contrary notwithstanding, Client shall not be obligated to make payment to Halff hereunder if:

1. Halff is in default of any of its obligations under this Agreement, any Work Authorization, or any other documents in connection with a Project (and payment may be withheld to the extent of any such default);
2. Any part of such payment is attributable to any Services of Halff which are not performed in accordance with this Agreement and/or any applicable Work Authorization;
3. Halff has failed to make payment promptly to subcontractors or consultants or other third parties used by Halff in connection with Halff's Services hereunder for which the Client has made payment to Halff; or
4. If Client, in its good faith judgment and after consultation with Halff, determines that the portion of the compensation then remaining unpaid will not be sufficient

to complete the Halff's Services under this Agreement and/or any Work Authorization, no additional payments will be made to Halff hereunder unless and until Halff performs a sufficient portion of its Services so that such portion of the compensation remaining unpaid is determined by Client to be sufficient to complete the Halff's Services.

D. Halff shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement. With at least seven (7) days notice to Halff, Client and Client's representatives shall be afforded reasonable access to Halff's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, memoranda, and other data relating to this Agreement during normal business hours at its Richardson, Texas office set forth above in order to audit or inspect the same. Halff shall preserve all such related documentation for a period of five (5) years after final payment is made to Halff.

Section 6. Insurance. At all times in connection with this Agreement, Halff shall purchase, provide and maintain in a company or companies lawfully authorized to do business in Texas such insurance coverages as set forth below:

A. Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$2,000,000 products/ completed operations aggregate) and contractual liability (including any indemnity obligations set forth in this Agreement). Coverage for products/completed operations must be maintained for at least two (2) years after the Services have been completed.

B. Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

C. Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

D. Professional Liability coverage at minimum limits of \$5,000,000 covering claims resulting from acts, errors and omissions in the performance of professional services. A separate per project policy limit is to apply to the Services. This coverage must be maintained for at least four (4) years after any project for which professional services are provided is finally completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of this Agreement (or earlier) must be maintained during the full term of this Agreement and during the four year period thereafter described herein.

With reference to the foregoing insurance, Halff shall specifically endorse applicable insurance policies as follows:

A. The Town of Addison, Texas shall be named as an additional insured with respect to General Liability and Automobile Liability.

- B. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
- C. A waiver of subrogation in favor of the Town of Addison, Texas shall be contained in the Workers Compensation and all liability policies.
- D. All insurance policies shall be endorsed to require the insurer to notify the Town of Addison Texas at least 30 days prior to any material change in the insurance coverage.
- E. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least 30 days notice prior to cancellation or non-renewal of the insurance.
- F. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- G. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- H. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance, satisfactory to Client, shall be prepared and executed by the insurance company or its authorized agent, delivered to Client simultaneously with the delivery of this fully executed Agreement (and updated as needed at least two weeks prior to the expiration of any applicable required coverage), and shall contain provisions representing and warranting the following:

- A. List each insurance coverage described and required herein. Such certificates will also include a copy of the endorsements necessary to meet the requirements and instructions contained herein.
- B. Shall specifically set forth the notice-of-cancellation and termination provisions to the Town of Addison, Texas.

Upon request, Consultant shall furnish the Client with complete copies of all insurance policies certified to be true and correct by the insurance carrier. Client reserves the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by Client.

Section 7. Changes. Client or Halff may request changes to the scope of Services by altering, adding to, or deleting from the Services to be performed by Halff. If a change is requested, the parties agree to reasonably negotiate in good faith to determine changes in scope, any needed equitable adjustment to the price and time for performance of the affected Work Authorization, and if mutually agreed upon by the parties, to execute an amended Work Authorization.

Section 8. Force Majeure. Neither Halff nor Client is liable one to the other for any damages for delay in performance caused by acts of God, strikes, lockouts, accidents, fire, casualty, labor trouble, failure of power, governmental authority, riots, insurrections, war, acts or threats of terrorism, or other events or reasons of a like nature which are beyond the control of the party obligated to perform and not avoidable by the diligence of that party; in such event, the party obligated to perform shall give the other party prompt notice of such delay and the performance of this Agreement shall be excused for the period of such delay.

Section 9. Instruments of Service.

A. All Drawings shall be, belong to, and remain the sole property of Client for Client's exclusive use or re-use at any time without further compensation and without any restrictions. Without limiting the foregoing or any other provision of this Agreement, Client shall have the right to use the same for the purpose of completing the Project for which the Drawings were prepared. Should Client use the same for modifications or extensions of the Project for which the Drawings were prepared or on any other project without Halff's written consent to such use, Client does so at its own risk. At the time of completion of a Project, upon completion of the Services of Halff, at the time of any earlier termination of this Agreement, or at any time at the request of Client, Halff shall promptly provide all such Drawings to Client. Provided, however, Halff shall not be liable for any errors or omissions contained in any Drawings which are incomplete as a result of a suspension or termination where Halff is unable, because of such suspension or termination, to complete such Drawings.

B. Halff agrees to and does hereby grant and assign to Client all intellectual property rights (whether copyright or otherwise) in and to all Drawings in which Halff may have a copyright or other intellectual property interest, and to all Drawings as to which Halff may assert any rights or establish any claim under patent, copyright, or other intellectual property laws. Without limiting any other provision of this Agreement, Halff represents, to the best of its information, knowledge and belief that Client's use of such Drawings will not infringe upon any third parties' rights.

C. Notwithstanding any term or terms to the contrary, it is understood and agreed by the parties that nothing contained herein is intended to convey any intellectual property or any other rights to software, hardware or other tangible or intangible property that may be owned by others.

Section 10. Client's Responsibilities. Client agrees to convey and discuss with Halff all available material, data, and information possessed by Client pertaining to the Services, including, without limitation, the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any site, any hazards that may be present, the nature and location of underground or otherwise not readily apparent utilities, summaries and assessments of the site's past and present compliance status, and the status of any filed or pending judicial or administrative action concerning the site or Project.

Section 11. Halff's Indemnity Obligation.

A. In consideration of the granting of this Agreement and notwithstanding any other provision of this Agreement, Halff agrees to INDEMNIFY and HOLD HARMLESS

Client and Client's elected and appointed officials, its officers, employees, agents, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, "Client Persons" and each being a "Client Person"), from and against any and all damages, including but not limited to damages for, related to, or arising out of injuries (including but not limited to death), losses, expenses, liability, penalties, proceedings, judgments, actions, demands, causes of action, suits, harm, and costs (including reasonable attorneys' fees and costs of defense), made upon or incurred by Client or by any other Client Persons directly or indirectly (collectively, "Claims"), that are caused by or result from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by Halff or by Halff's employee, or Halff's agent, consultant under contract, or another entity over which Halff exercises control (Halff's employee, agent, consultant under contract, or such other entity being, collectively, "Halff Persons").

SUCH INDEMNITY AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OR INTENTIONAL TORT OF AN ADDISON PERSON. However, when Claims arise out of the co-negligence or other co-liability of Client or other Client Person and Halff or any Halff Persons, Halff's liability under this Article shall be reduced by that portion of the total amount of the Claims (excluding attorneys' fees and costs incurred in defense of Claims) equal to Client Person or Persons' proportionate share of the negligence or other liability that caused the loss attributable to such negligence or other liability. Likewise, in such instance, Halff's liability for Client Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to Client Person or Persons' proportionate share of the negligence or other liability that caused the loss attributable to such negligence or other liability.

B. The provisions in the foregoing subsection A. of this Section 11 are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect (including, without limitation, for violating Section 271.904(a), Tex. Loc. Gov. Code, or Section 130.002(b), Tex. Civ. Prac. & Rem. Code), such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and the provisions of subsection A. of this Section 11 shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement.

C. Halff shall promptly advise Client in writing of any claim or demand against Client or any other Client Person, Halff, or Halff Person arising out of Halff's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Halff's sole cost and expense. Client Persons shall have the right, at Client Persons' option and at own expense, to participate in such defense without relieving Halff of any of its obligations hereunder. The obligations set forth in this Section shall survive the expiration or termination of this Agreement.

Section 12. No Control of Means or Methods of Others. Halff will not have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs of Client's separate contractors in connection with a Project for which Halff provides Services. Halff's Services do not include any

construction site safety obligations required for a Project by any applicable government code or regulation.

Section 13. Site Access. Client shall, as may be reasonably requested by Halff for the successful and timely completion of Services, provide Halff access to a Project construction site which is the subject of the Services, including third party sites (but only if Client is reasonably able (as determined by Client) to obtain such access), if required; provided, however, Halff shall make its best efforts to coordinate all of its Services so as not to interfere with any of Client's or a construction contractor's operations at a Project construction site.

Section 14. Assignment, Subcontracts. This Agreement does not create any right or benefit to anyone other than Client and Halff, and this Agreement shall not be assigned, transferred, subcontracted, or otherwise conveyed by either party hereto without the prior written approval of the other party. No assignment, transfer, subcontract, or other conveyance will release or discharge Halff from any duty or responsibility under this Agreement and any Work Authorization.

Section 15. Non-Waiver. Failure of either Party hereto, at any time, to enforce a provision of this Agreement shall in no way or event constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either Party thereafter to enforce each and every provision hereof. No term or provision of this Agreement shall be deemed waived or any breached excused unless the waiver or excusing of the breach shall be in writing and signed by the party claimed to have waived or excused. Further, any consent to or waiver of a breach shall not constitute consent to or waiver of or excuse of any other different or subsequent breach.

Section 18. Severability. The terms and provisions of this Agreement are severable, and if any term or provision is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, the Parties agree to seek to negotiate the insertion of a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible, with the intent that such added provision is legal, valid and enforceable.

Section 19. Governing Law; Venue. This Agreement and any Work Authorization shall be governed and construed in accordance with the laws of the State of Texas, without reference to choice of laws rules of any jurisdiction. Venue for any action, lawsuit, or proceeding under or in connect with this Agreement shall lie exclusively in Dallas County, Texas.

Section 20. Miscellaneous.

(a) *Notices.* For purposes of this Agreement, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received if delivered personally

or if sent by Federal Express or other nationally recognized carrier; or seventy-two (72) hours after deposit if sent by certified mail.

Addresses for notices and communications are as follows:

To Halff:

Halff Associates, Inc.
1201 N. Bowser
Richardson, TX 75081

Attn: Walter Skipwith, P.E.

To Client:

Town of Addison, Texas
5300 Belt Line Road
Dallas, Texas 75254

Attn: City Manager

From time to time either party may designate another address within the State of Texas for all purposes of this Agreement by giving the other party not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

(b) *Conflict of Interest.* Halff covenants and represents that Halff, its owners, officers, employees, and representatives will to the best of their knowledge have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required in connection with any project for which Halff's Services are provided.

(c) *Survival.* Any claims, rights and remedies either party may have with respect to the other arising out of this Agreement and any Work Authorization and the performance thereof shall survive the cancellation, expiration or termination of this Agreement.

(d) *Authorized Signatories.* The undersigned officers and/or agents of the parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of each of the respective parties, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

(e) *Construction of Terms.* For purposes of this Agreement, (i) "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded, and (ii) "day" or "days" means calendar days. The use of any gender in this Agreement shall be applicable to all genders, and the use of singular number shall include the plural and conversely. Article and section headings are for convenience only and shall not be used in interpretation of this Agreement.

(f) *Rights and Remedies Cumulative.* The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law statute, ordinance, or otherwise.

(g) *No Third Party Benefits.* This Agreement and each of its provisions are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

(h) *Confidentiality.* Halff shall not divulge or release any information concerning its Services or this Agreement to the public or any third party without Client's prior written consent.

(i) *Immunity.* Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Client, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

(j) *Recitals; Exhibits.* The Recitals to this Agreement are incorporated into this Agreement and made a part hereof for all purposes. All appendices and exhibits to this Agreement referenced in this Agreement are incorporated herein by reference and made a part hereof for all purposes wherever reference is made to the same.

(j) *Entire Agreement.* The terms and conditions set forth herein, including any associated Work Authorizations, constitute the entire understanding and agreement of both parties with respect to the Services and to a Project for which such Services are being provided. Any amendment or revision to this Agreement shall be in writing and signed by an authorized representative from each party. Any oral modification or revision of this Agreement or any Work Authorization shall not operate to modify this Agreement or any Work Authorization.

In witness whereof, Halff and Client have caused this Agreement to be executed by their respective duly-authorized representatives as of this 5 day of February, 2014.

HALFF ASSOCIATES, INC.

By: Walter E. Skipwith

Typed name: Walter E. Skipwith

Title Chairman

Date of signing: 1/13/2014

TOWN OF ADDISON, TEXAS

By: Ron Whitehead
Ron Whitehead, City Manager

Date of signing: 2/5/14

Exhibit A

WORK AUTHORIZATION FORMAT AND REQUIREMENTS

- a. CITY may, from time to time, request CONSULTANT to perform work or render services hereunder ("Work"), including, without limitation, the following types of work and services:
 - Professional Services, including Engineering, Architecture and miscellaneous consulting;
 - Landscape Architecture;
 - Survey;
 - Right of Way Acquisition;
 - Geographic Information Systems (GIS);
 - Other professional services.
- b. CITY may submit its request(s) for Work to CONSULTANT in the form of a job order in a format similar to that provided in Exhibit A-1 attached or as mutually agreed upon by the parties to this Agreement. Upon CONSULTANT's acceptance of a job order, CONSULTANT shall commence the Work at the time specified by CITY and continue to diligently perform the Work without delay, in a safe and proper manner consistent with those services performed by similarly licensed and experience professional service CONSULTANTS, in strict conformity with the requirements contained in the job order. Each job order, and the Work to be performed thereunder, shall be governed by and subject to the terms and conditions of this Contract, regardless of whether this Contract is specifically referenced in such job order.
- c. CONSULTANT agrees to use its best diligent efforts to comply with the schedule requirements set forth and agreed for each project.
- d. Except as expressly and specifically permitted herein, in the event that any conflict exists between the provisions of this Contract and terms and conditions set forth in any job order, statement, purchase order, invoice, published rate schedule, delivery ticket or other type of memorandum, whether written or oral, between CITY and CONSULTANT pertaining to the subject matter hereof, the provisions of the Contract shall govern and control notwithstanding any provision to the contrary that may be contained in any such other instrument or agreement.

CONSULTANT's Work Authorizations shall be numbered sequentially using the sequence number in the name. For example, if the first Work Authorization under this Agreement and this Exhibit A, includes surveying and stream modeling, the applicable Work Authorization Number would be as follows:

Example: Work Authorization No. 1 – Surveying and Stream Modeling.

This nomenclature will allow the parties to see at a glance that this Work Authorization is the first Work Authorization of the project (i.e. 1) with a brief description of the services.

Exhibit A-1

WORK AUTHORIZATION CONFIRMATION

Work Authorization Number ____ :-

To: Town of Addison – Attn: Lisa Pyles

Date: _____

From: Walter E. Skipwith, P.E., D.WRE

AVO: 29751

Email: wskipwith@halff.com

Project: MASTER SERVICES AGREEMENT (MSA)
BETWEEN THE TOWN OF ADDISON AND
HALFF ASSOCIATES, INC. FOR
PROFESSIONAL SERVICES DATED
_____.

As requested, Halff Associates is pleased to propose engineering and related services for Engineering for _____. A detailed Scope of Services is included as Attachment 1.

It is estimated that these services can be accomplished for a lump sum fee of \$ _____ within a proposed completion time of _____, not including review time by the Town, its consultant, or permitting authorities. A detailed fee schedule is included as Attachment 2. Details of the project schedule are included as Attachment 3.

If this proposal meets with your approval, please sign below and return (1) copy to Halff Associates. Unless otherwise instructed in writing, the receipt of a fully executed Work Authorization will constitute approval of Work Authorization scope, fees and schedule and will serve as Halff's notice to proceed with the services described herein.

By: Lisa A. Pyles
(Print name)

Title: Director - Infrastructure Operations and Services

Signature: _____

Date: _____

- ☒ Attachment 1 – Scope of Services
- ☒ Attachment 2 – Fee Schedule
- ☒ Attachment 3 – Project Schedule
- ☒ Attachment 4 – Project Location

SIGNED: _____

COPIES:

☒ File

☐ Owner

☐ Contractor

☐ Other:



Master Services Agreement No. 02 – Town of Addison Detailed Stormwater Master Plan/Study Evaluation (Rawhide Creek, Addison Circle, South Addison, Farmers Branch Creek, White Rock Creek, and Hall Branch Watersheds)

Attachment 1: Scope of Services

PROJECT DESCRIPTION

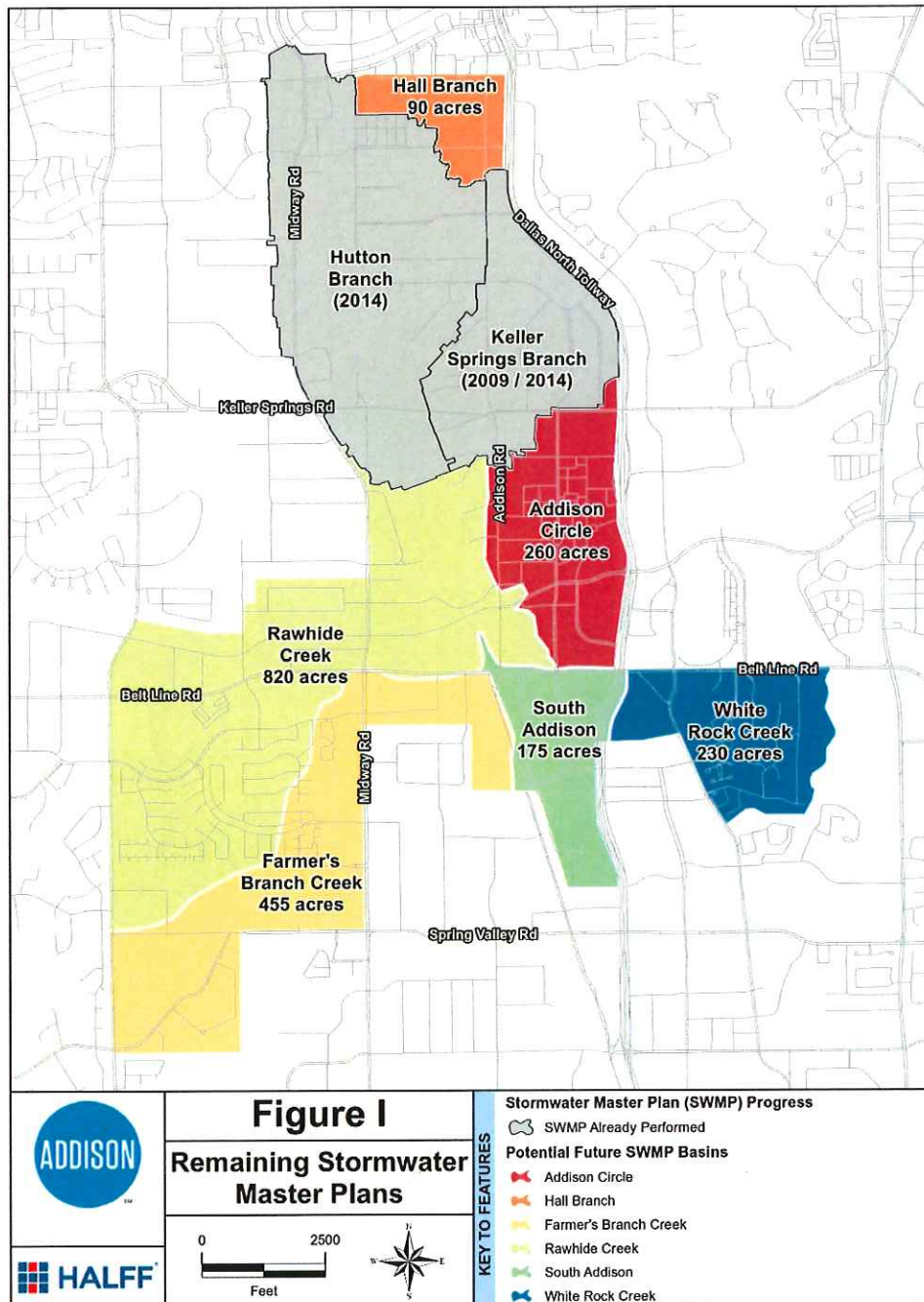
Detailed Stormwater Master Planning is a valuable tool for a community. The modern approach using two-dimensional (2-D) dynamic modeling provides a more realistic definition and evaluation of urban storm conveyance systems than analyses by conventional drainage design methodology. The 2-D dynamic methodology is better able to identify inadequate drainage. It also enables a more precise evaluation of the consequences of inadequate drainage in terms of public safety and damages to private and public facilities. This allows communities to effectively prioritize and phase storm drainage improvements.

The Town of Addison has currently completed a detailed Stormwater Master Plan (SWMP) analysis for the Keller Springs Branch and the Hutton Branch basins, accounting for two (2) of the eight (8) major storm water basins located within the town boundary. The Town of Addison is in the planning stages of prioritizing storm water improvement needs throughout the Town for future funding. The Keller Springs Branch and Hutton Branch SWMP analyses identified significant flooding, generally located in low hazard areas. The advanced 2-D dynamic modeling approach resulted in a reduction of priority drainage relief needs when compared to the generalized, conventional calculations used for the Conceptual SWMP/Drainage Capital Improvement Plan (2012). This prompted the Town of Addison to evaluate the remaining 2,030 acres of drainage basin area within the town boundary using advanced stormwater modeling. The remaining six (6) drainage basins are; Rawhide Creek, Addison Circle, South Addison, Farmers Branch Creek, White Rock Creek, and Hall Branch. The table below shows stormwater quantity/characteristics of each basin. The figure below shows general basin locations.

Table: Basin Stormwater Quantity/Characteristics

Drainage Basin	Basin Area* (acres)	Approx. Storm Sewer Quantity (LF)	Approx. Open Channel Miles (mi)	Estimated Drainage Relief Cost*
Rawhide Creek	820	87,000	0.6	\$17.1 M
Addison Circle	260	36,000	0.8	\$1.9M
South Addison	175	7,000	0.0	\$650K
Farmers Branch Creek	455	30,000	1.6	\$5.6M
White Rock Creek	230	15,000	0.7	\$1.2M
Hall Branch	90	12,000	0.0	\$1.5M
TOTAL	2,030	187,000	3.7	\$30.0M

** Conceptual Stormwater Master Plan/Drainage Capital Improvements Plan (2012)*



Development of a Town-wide SWMP is needed and important for the following reasons:

- Beltline Road, Dallas North Tollway, Midway Road, Addison Road, Spring Valley Road, Arapaho Road, and Marsh Lane are high volume traffic thoroughfares which traverse multiple stormwater drainage basins connecting Addison to Dallas, Farmers Branch, and Carrollton, with Beltline Road stormsewer impacting all but the Hall Branch drainage basin. Flooding along these thoroughfares could pose a threat to public safety.

- The stormwater problem areas in these basins need to be identified and characterized for comparison to other known stormwater problem areas in Town of Addison
- The southern portion of the Addison Airport lies within the Rawhide Creek Basin and severe storms occurring in the basin have the potential to flood the main runway, taxiways and developed areas within and adjacent to the airport.
- Incorporate Oaks North 2-dimensional modeling in the White Rock Creek basin.
- **\$30 million in drainage relief needs** have been identified in the Rawhide Creek, Addison Circle, South Addison, Farmers Branch Creek, White Rock Creek, and Hall Branch Conceptual SWMP/Drainage Capital Improvement Plan (2012) developed in conjunction with the establishment of the Stormwater Utility for the Town of Addison.

The scope of work to be performed under this Agreement shall generally consist of the following services:

- Detailed analysis and evaluation of existing drainage systems in each basin using dynamic, 2-dimensional models and methodologies
- Identification of drainage problem areas
- Incorporate Beltline Road study, Oaks North study, Midway Road improvements, recent stormwater improvements near the southern portion of the Addison Airport, and Vitruvian Park stream and stormwater improvements along Farmers Branch Creek.
- Formulation and evaluation of an array of stormwater management alternatives to address drainage problem areas
- Coordinate study results with Town of Addison staff, neighborhood and business associations
- Make Stormwater Management Master Plan recommendations for each basin.
- Green Infrastructure and Low Impact Development (LID) opportunities will be investigated to complement the proposed improvements in the basin. This will be performed in conjunction with redevelopment guidance. Impacts of pending EPA Stormwater Rule changes will be assessed at a conceptual level and the Stormwater Management Plan will incorporate compatible features where technically and financially feasible.
- Prepare Executive Summary Report and Digital Documentation

CONSULTANT shall provide the following services to prepare stormwater management plans, progress reports, executive summary reports, and related documents for the Rawhide Creek, Addison Circle, South Addison, Farmers Branch Creek, White Rock Creek, and Hall Branch basins in Addison Texas in accordance with recognized industry standards which are similar in size, scope, and budget to the Project:

SCOPE OF SERVICES

1. PROJECT INITIATION

- 1.1. Kick-off Meeting
- 1.2. Develop QA/QC Plan & ID Project Design Parameters & Criteria
- 1.3. Detailed Project Schedule
- 1.4. Obtain and Organize Data from Town of Addison

- 1.4.1. Updated Geographic Information System (GIS) data for all underground and above ground utilities
 - 1.4.2. Best Available topographic mapping in the study area
 - 1.4.3. Previous drainage studies
 - 1.4.4. Recent as-built paving and drainage drawings in airport and other parts of basin
 - 1.4.5. Water and wastewater utility locations
 - 1.4.6. Flooding and erosion complaints
 - 1.4.7. Future land use or zoning data
 - 1.5. Obtain Data from Others**
 - 1.5.1. Federal Emergency Management Agency (FEMA) Dallas County Flood Insurance Study Restudy (Digital Flood Insurance Rate Map (DFIRM) Database including stream centerlines, floodplain boundaries, and base flood elevations
 - 1.5.2. Texas Natural Resources Information System (TNRIS) Dallas County Light Detection and Ranging (LiDAR) elevation data (2010)
 - 1.5.3. Texas Natural Resources Information System (TNRIS) Woolpert Project Light Detection and Ranging (LiDAR) elevation data (2015-if available)
- 2. TOWN of ADDISON STORMWATER MASTER PLAN – Detailed engineering study, system evaluation, alternative analysis, and recommendations**
- 2.1. Initial Phase/Site Reconnaissance/Survey**
 - 2.1.1. Develop basemap for field use
 - 2.1.2. Site reconnaissance with digital photographs
 - 2.1.3. Organize collected data
 - 2.1.4. Surveys for missing as-built plans and open channels
 - 2.2. Basin Delineations**
 - 2.2.1. Delineate subcatchments based on topography and storm sewer system
 - 2.2.2. Develop flow paths for time of concentrations based on topography and storm sewer system locations
 - 2.3. Hydrologic Basemap Preparation**
 - 2.3.1. Prepare subcatchments basemap
 - 2.3.2. Locate and georeference hydrologic parameters to basemap
 - 2.4. Update Interactive Stormwater GIS Database**
 - 2.4.1. Import updated field reconnaissance and new data into existing stormwater GIS
 - 2.4.2. Hyperlink new as-built drawing sets with stormwater GIS
 - 2.5. Hydrologic Analysis**
 - 2.5.1. Determine Fully Urbanized land uses
 - 2.5.2. Determine soil types, percent imperviousness, and percent urbanization
 - 2.5.3. Determine hydrologic time of concentrations
 - 2.5.4. Create dynamic stormwater model input for hydrologic computations
 - 2.5.5. Validate hydrologic model results by comparison with historic storm records, if available, and traditional storm sewer hydrologic methodology.
 - 2.6. Hydraulic Analysis**

- 2.6.1. Establish boundary conditions on Rawhide Creek, Farmers Branch Creek, Hall Branch, and White Rock Creek
- 2.6.2. Create dynamic stormwater model and run-2-D simulations
- 2.6.3. Validate hydraulic model results with historic storm records, if available, and traditional storm sewer hydraulic methodology
- 2.7. Existing Storm Drainage System Evaluation Based on Future Land Use**
 - 2.7.1. Evaluate capacities of existing storm sewer pipes, inlets, culverts, and open channels
 - 2.7.2. Incorporate Belt Line Road Study
 - 2.7.3. Incorporate Oaks North Study
 - 2.7.4. Incorporate Vitruvian Park stream and stormwater improvements along Farmers Branch Creek.
 - 2.7.5. Delineate flooded areas for surcharged underground systems
 - 2.7.6. Evaluate existing system performance for 100-year storm event
 - 2.7.7. Identify and characterize problem areas based on flood risk to the public and damage potential
 - 2.7.8. Site visits to problem areas
 - 2.7.9. QAQC
- 2.8. Conceptual Alternatives and Cost Estimates**
 - 2.8.1. Formulate Stormwater Management alternatives such as storm sewer enlargement, parallel relief, detention, channel improvements, diversion, and combinations
 - 2.8.2. Develop and incorporate viable Stormwater Management alternatives into existing conditions models to create proposed conditions
 - 2.8.3. Develop anticipated construction cost estimates for viable Stormwater Management alternatives and compare
 - 2.8.4. Prepare for and meet with the Town of Addison staff to discuss and evaluate alternatives
 - 2.8.5. QAQC
- 2.9. Stormwater Quality**
 - 2.9.1. Formulate and Investigate Green Infrastructure (GI) and LID
 - 2.9.2. Investigate impacts of pending EPA Stormwater Rule changes
 - 2.9.3. Incorporate recommendations for compatible GI and LID features where technically feasible.
- 2.10. Master Plan Recommendations**
 - 2.10.1. Document comparison and evaluation of SWM alternatives
 - 2.10.2. Develop Master Plan Recommendations with exhibits
 - 2.10.3. Investigate and recommend other strategies such as funding, phasing, etc.

3. EXECUTIVE SUMMARY AND DETAILED DIGITAL DATA

- 3.1. Compile Executive Summary Report**
 - 3.1.1. General description and information for recommendations
 - 3.1.2. Description of methodologies
- 3.2. Generate and Compile Detailed Digital Data, Including:**
 - 3.2.1. Alternatives and recommendations

- 3.2.2. Annotated site details
 - 3.2.3. Existing and alternative hydrologic and hydraulic results
 - 3.2.4. Cost estimates
- 3.3. **Quality Assurance / Quality Control**
- 3.4. **Issue Draft Executive Summary Report and Digital Data for Staff Review**
- 3.5. **Incorporate Staff Comments and Revisions to Final Deliverable**
- 3.6. **Deliver Electronic Files of Final Summary Report**
- 4. **PROJECT COORDINATION AND MANAGEMENT**
 - 4.1. **Monthly Status Meetings with Project Team (Internal)**
 - 4.2. **Basin Coordination**
 - 4.3. **Assist with and Attend Council Presentations as needed**
 - 4.4. **Quarterly Coordination Meetings and Reports with/to Town Staff**
- 5. **ASSUMPTIONS AND EXCEPTIONS**
 - 5.1. **Assume all necessary as-built paving and drainage drawings are in Halff archives or are otherwise available from the Town and Airport**
 - 5.2. **Assume all as-built data are sufficiently accurate for analysis**
 - 5.3. **Town will assist with traffic control where mobile GPS recon efforts may take place on public streets if necessary**
 - 5.4. **Detailed design is not included in this work authorization**
 - 5.5. **Assumes that existing available topographic data will be used for this study**
 - 5.6. **Survey budget for storm water infrastructure was set up to five features per watershed (total 30 storm water features). If there is a need to survey more storm water features a new fee will be submitted to the Town for approval.**
 - 5.7. **Software licenses for Town are not included in the fees, however free version of software viewers will be available to access results.**
 - 5.8. **Excludes modeling of storm sewer smaller than 24-inches unless known problems exist or are suspected in analyzed area.**

**Master Services Agreement No. 2 – Town of Addison Detailed
Stormwater Master Plan/Study Evaluation (Rawhide Creek, Addison
Circle, South Addison, Farmers Branch Creek, White Rock Creek,
and Hall Branch Watersheds)**

Attachment 2: Combined Fee Schedule

No.		Task Description	Task Fee		Phase Total
1		PROJECT INITIATION			\$33,500
	1.1	Kick-off Meeting		\$3,500	
	1.2	Develop QA/QC Plan & ID Design Parameters		\$5,500	
	1.3	Detailed Project Schedule		\$4,500	
	1.5	Obtain/Organize Data From Addison		\$13,000	
	1.6	Obtain Data From Others		\$7,000	
2		ADDISON SWMP			\$633,850
	2.1	Initial Phase/Site Reconnaissance/Survey		\$57,600	
	2.2	Basin Delineations		\$17,500	
	2.3	Hydrologic Basemap Preparation		\$3,750	
	2.4	Update Interactive Stormwater GIS Database		\$9,000	
	2.5	Hydrologic Analysis		\$49,500	
	2.6	Hydraulic Analysis		\$62,500	
	2.7	Existing Storm Drainage System Evaluation		\$119,000	
	2.8	Conceptual Alternatives and Cost Estimates		\$210,000	
	2.8.1	Formulate Stormwater Management Alternatives	\$61,000		
	2.8.2	Develop and Incorporate Alternatives	\$98,000		
	2.8.3	Develop Cost Estimates	\$30,000		
	2.8.4	Prepare and Meet with Town on Alternatives	\$21,000		
	2.9	Stormwater Quality		\$25,000	
	2.10	Masterplan Recommendations		\$80,000	
3		EXECUTIVE SUMMARY & DIGITAL DATA			\$168,000
	3.1	Compile Executive Summary		\$85,000	

No.		Task Description	Task Fee		Phase Total
	3.2	Generate and Compile Detailed Digital Data		\$22,000	
	3.3	QA/QC		\$22,000	
	3.4	Issue Draft Executive Summary and Digital Data		\$13,500	
	3.5	Incorporate Staff Comments/Revisions		\$16,500	
	3.6	Deliver Electronic Files and Final Summary		\$9,000	
4		PROJECT MANAGEMENT/COORDINATION			\$65,000
	4.1	Status Meetings (Internal)		\$15,000	
	4.2	Basin Coordination		\$25,000	
	4.3	Assist/Attend Council Presentations		\$15,000	
	4.4	Quarterly Coordination Meetings		\$10,000	
Work Authorization ## Total Fee					\$900,350

**Master Services Agreement No. 2 – Town of Addison Detailed
Stormwater Master Plan/Study Evaluation (Rawhide Creek, Addison
Circle, South Addison, Farmers Branch Creek, White Rock Creek,
and Hall Branch Watersheds)**

Attachment 3: Fee Schedule by Basin

No.			Task Description	Task Fee		Phase Total
1			PROJECT INITIATION			\$33,500
	1.1		Kick-off Meeting		\$3,500	
	1.2		Develop QA/QC Plan & ID Design Parameters		\$5,500	
	1.3		Detailed Project Schedule		\$4,500	
	1.5		Obtain/Organize Data From Addison		\$13,000	
	1.6		Obtain Data From Others		\$7,000	
			Project Initiation Total Fee			\$33,500

No.			Task Description	Task Fee		Phase Total
2			RAWHIDE CREEK SWMP			\$264,850
	2.1		Initial Phase/Site Reconnaissance/Survey		\$21,600	
	2.2		Basin Delineations		\$6,000	
	2.3		Hydrologic Basemap Preparation		\$750	
	2.4		Update Interactive Stormwater GIS Database		\$3,500	
	2.5		Hydrologic Analysis		\$17,000	
	2.6		Hydraulic Analysis		\$26,000	
	2.7		Existing Storm Drainage System Evaluation		\$58,000	
	2.8		Conceptual Alternatives and Cost Estimates		\$92,000	
		2.8.1	Formulate Stormwater Management Alternatives	\$25,000		
		2.8.2	Develop and Incorporate Alternatives	\$47,000		
		2.8.3	Develop Cost Estimates	\$13,000		
		2.8.4	Prepare and Meet with Town on Alternatives	\$7,000		
	2.9		Stormwater Quality		\$5,000	

No.			Task Description	Task Fee		Phase Total
	2.10		Masterplan Recommendations		\$35,000	
3			EXECUTIVE SUMMARY & DIGITAL DATA			\$50,800
	3.1		Compile Executive Summary		\$30,000	
	3.2		Generate and Compile Detailed Digital Data		\$7,000	
	3.3		QA/QC		\$4,800	
	3.4		Issue Draft Executive Summary and Digital Data		\$3,500	
	3.5		Incorporate Staff Comments/Revisions		\$3,500	
	3.6		Deliver Electronic Files and Final Summary		\$2,000	
			Rawhide Creek Basin SWMP Total Fee			\$315,650

No.			Task Description	Task Fee		Phase Total
2			FARMERS BRANCH SWMP			\$99,250
	2.1		Initial Phase/Site Reconnaissance/Survey		\$6,000	
	2.2		Basin Delineations		\$3,000	
	2.3		Hydrologic Basemap Preparation		\$750	
	2.4		Update Interactive Stormwater GIS Database		\$1,500	
	2.5		Hydrologic Analysis		\$8,000	
	2.6		Hydraulic Analysis		\$8,000	
	2.7		Existing Storm Drainage System Evaluation		\$18,000	
	2.8		Conceptual Alternatives and Cost Estimates		\$34,000	
		2.8.1	Formulate Stormwater Management Alternatives	\$10,000		
		2.8.2	Develop and Incorporate Alternatives	\$15,000		
		2.8.3	Develop Cost Estimates	\$5,000		
		2.8.4	Prepare and Meet with Town on Alternatives	\$4,000		
	2.9		Stormwater Quality		\$5,000	
	2.10		Masterplan Recommendations		\$15,000	
3			EXECUTIVE SUMMARY & DIGITAL DATA			\$32,300

No.	Task Description	Task Fee	Phase Total
3.1	Compile Executive Summary	\$15,000	
3.2	Generate and Compile Detailed Digital Data	\$4,500	
3.3	QA/QC	\$4,800	
3.4	Issue Draft Executive Summary and Digital Data	\$2,500	
3.5	Incorporate Staff Comments/Revisions	\$3,500	
3.6	Deliver Electronic Files and Final Summary	\$2,000	
Farmers Branch Creek Basin SWMP Total Fee			\$131,550

No.	Task Description	Task Fee	Phase Total
2	WHITE ROCK CREEK SWMP		\$93,250
2.1	Initial Phase/Site Reconnaissance/Survey	\$20,000	
2.2	Basin Delineations	\$1,500	
2.3	Hydrologic Basemap Preparation	\$750	
2.4	Update Interactive Stormwater GIS Database	\$1,000	
2.5	Hydrologic Analysis	\$8,500	
2.6	Hydraulic Analysis	\$13,500	
2.7	Existing Storm Drainage System Evaluation	\$10,000	
2.8	Conceptual Alternatives and Cost Estimates	\$25,000	
2.8.1	Formulate Stormwater Management Alternatives	\$5,000	
2.8.2	Develop and Incorporate Alternatives	\$15,000	
2.8.3	Develop Cost Estimates	\$3,000	
2.8.4	Prepare and Meet with Town on Alternatives	\$2,000	
2.9	Stormwater Quality	\$5,000	
2.10	Masterplan Recommendations	\$8,000	
3	EXECUTIVE SUMMARY & DIGITAL DATA		\$32,300
3.1	Compile Executive Summary	\$15,000	
3.2	Generate and Compile Detailed Digital Data	\$4,500	
3.3	QA/QC	\$4,800	

No.		Task Description	Task Fee		Phase Total
	3.4	Issue Draft Executive Summary and Digital Data		\$2,500	
	3.5	Incorporate Staff Comments/Revisions		\$3,500	
	3.6	Deliver Electronic Files and Final Summary		\$2,000	
		White Rock Creek Basin SWMP Total Fee			\$125,550

No.		Task Description	Task Fee		Phase Total
2		ADDISON CIRC/S. ADDISON SWMP			\$125,750
	2.1	Initial Phase/Site Reconnaissance/Survey		\$8,000	
	2.2	Basin Delineations		\$4,000	
	2.3	Hydrologic Basemap Preparation		\$750	
	2.4	Update Interactive Stormwater GIS Database		\$1,500	
	2.5	Hydrologic Analysis		\$11,000	
	2.6	Hydraulic Analysis		\$10,000	
	2.7	Existing Storm Drainage System Evaluation		\$25,000	
	2.8	Conceptual Alternatives and Cost Estimates		\$45,500	
	2.8.1	Formulate Stormwater Management Alternatives	\$16,000		
	2.8.2	Develop and Incorporate Alternatives	\$16,000		
	2.8.3	Develop Cost Estimates	\$7,500		
	2.8.4	Prepare and Meet with Town on Alternatives	\$6,000		
	2.9	Stormwater Quality		\$5,000	
	2.10	Masterplan Recommendations		\$15,000	
3		EXECUTIVE SUMMARY & DIGITAL DATA			\$31,300
	3.1	Compile Executive Summary		\$15,000	
	3.2	Generate and Compile Detailed Digital Data		\$3,500	
	3.3	QA/QC		\$4,800	
	3.4	Issue Draft Executive Summary and Digital Data		\$2,500	
	3.5	Incorporate Staff Comments/Revisions		\$3,500	

No.	Task Description	Task Fee	Phase Total
3.6	Deliver Electronic Files and Final Summary	\$2,000	
	Addison Circle/South Addison Basin SWMP Total Fee		\$157,050

No.	Task Description	Task Fee	Phase Total
2	HALL BRANCH SWMP		\$50,750
2.1	Initial Phase/Site Reconnaissance/Survey	\$2,000	
2.2	Basin Delineations	\$3,000	
2.3	Hydrologic Basemap Preparation	\$750	
2.4	Update Interactive Stormwater GIS Database	\$1,500	
2.5	Hydrologic Analysis	\$5,000	
2.6	Hydraulic Analysis	\$5,000	
2.7	Existing Storm Drainage System Evaluation	\$8,000	
2.8	Conceptual Alternatives and Cost Estimates	\$13,500	
2.8.1	Formulate Stormwater Management Alternatives	\$5,000	
2.8.2	Develop and Incorporate Alternatives	\$5,000	
2.8.3	Develop Cost Estimates	\$1,500	
2.8.4	Prepare and Meet with Town on Alternatives	\$2,000	
2.9	Stormwater Quality	\$5,000	
2.10	Masterplan Recommendations	\$7,000	
3	EXECUTIVE SUMMARY & DIGITAL DATA		\$21,300
3.1	Compile Executive Summary	\$10,000	
3.2	Generate and Compile Detailed Digital Data	\$2,500	
3.3	QA/QC	\$2,800	
3.4	Issue Draft Executive Summary and Digital Data	\$2,500	
3.5	Incorporate Staff Comments/Revisions	\$2,500	
3.6	Deliver Electronic Files and Final Summary	\$1,000	
	Hall Branch Basin SWMP Total Fee		\$72,050

No.			Task Description	Task Fee		Phase Total
4			PROJECT MANAGEMENT/COORDINATION			\$65,000
	4.1		Status Meetings (Internal)		\$15,000	
	4.2		Basin Coordination		\$25,000	
	4.3		Assist/ Attend Council Presentations		\$15,000	
	4.4		Quarterly Coordination Meetings		\$10,000	
			Project Management Total Fee			\$65,000

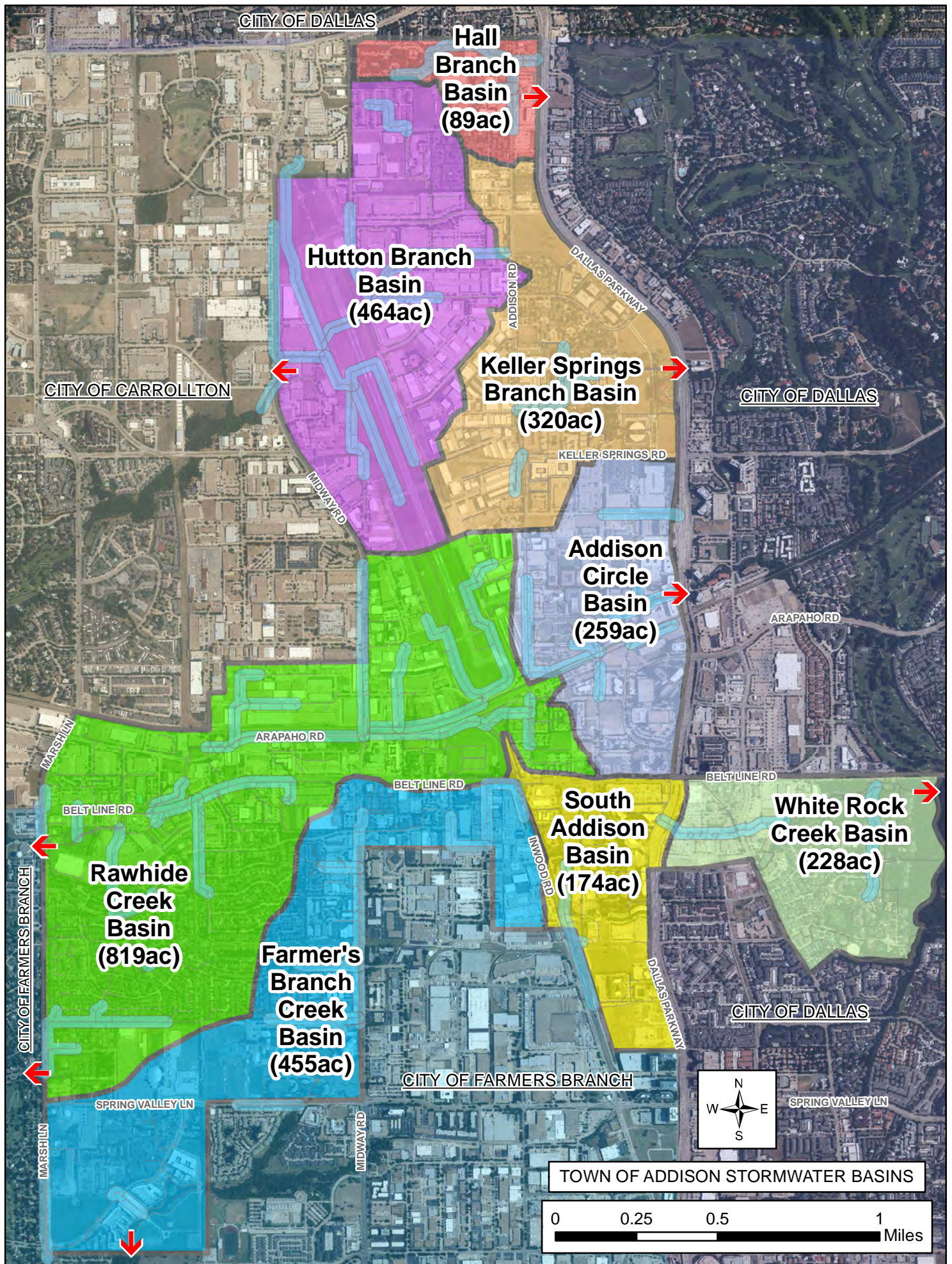


Work Authorization No. ## – Town of Addison Detailed Stormwater Master Plan/Study
Evaluation (Rawhide Creek, Addison Circle, South Addison, Farmers Branch Creek,
White Rock Creek, and Hall Branch Watersheds)

Attachment 3: Estimated Project Schedule

Work Authorization No. ## – Addison Detailed Stormwater Master Plan/Study Evaluation Project Schedule*	Estimated Project Schedule in Months from Notice to Proceed															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1. PROJECT INITIATION																
2. ADDISON SWMP																
3. EXECUTIVE SUMMARY AND WEBMAP																
4. PROJECT MANAGEMENT/COORDINATION																

*A detailed project schedule will be developed under task 1.3 which will supersede this estimation



AI-1341

4.

Work Session and Regular Meeting

Meeting Date: 10/27/2015

Department: Fire

AGENDA CAPTION:

Consider A **Resolution Authorizing The City Manager To Enter Into An Agreement For Fire Department Automatic Aid Between The Town Of Addison And The Cities Of Carrollton, Coppell And Farmers Branch.**

BACKGROUND:

The Town of Addison and Cities of Carrollton, Coppell, and Farmers Branch have operated seamlessly in a mutually beneficial automatic and mutual aid environment for numerous years providing emergency services to those in need. The proposed agreement formalizes the automatic aid dispatch processes associated with the consolidated dispatch center, known as the North Texas Emergency Communications Center (NTECC).

RECOMMENDATION:

Administration recommends approval.

Attachments

Automatic Aid Agreement

Automatic Aid Resolution

AGREEMENT FOR FIRE DEPARTMENT AUTOMATIC ASSISTANCE

AMONG THE TOWN OF ADDISON, CITY OF CARROLLTON, CITY OF COPPELL AND CITY OF FARMERS BRANCH

THIS AGREEMENT FOR FIRE DEPARTMENT AUTOMATIC ASSISTANCE (this “Agreement”) is entered into as of the Effective Date by and among the Town of Addison, City of Carrollton, City of Coppell and City of Farmers Branch, (hereinafter referred to as “Addison,” “Carrollton,” “Coppell” and “Farmers Branch,” respectively, as a “City,” when referenced individually or, collectively as the “Cities”), all of which are Texas home rule municipalities, each acting herein through its duly authorized officials.

RECITALS

WHEREAS, this Agreement serves to maximize cooperation among the Cities and promote a stronger homeland security effort through regionalism as promulgated by the Department of Homeland Security; and,

WHEREAS, the governing officials of the Cities, political subdivisions of the State of Texas and United States of America, desire to secure for each such entity the benefits of automatic assistance in the protection of life and property from fire and other disasters as well as provision of aid in the event of medical emergencies;

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, the Cities agree as follows:

1. In consideration of each City’s automatic assistance to one or more of the other Cities upon the occurrence of an emergency condition in any portion of the designated area where this Agreement for Fire Department Automatic Assistance is in effect, a predetermined number and amount of rescue equipment and personnel, firefighting equipment and/or emergency medical equipment or personnel of one or more of the Cities shall be dispatched, to such point where the emergency condition exists in order to assist in the protection of life and property subject to the conditions hereinafter stated. The Cities acknowledge and agree that the services and assistance described herein relate only to firefighting and emergency medical services provided by the fire departments of the respective Cities. This Agreement does not require the provision of mutual aid through any other departments or agencies of the Cities, which mutual aid may be (and in some cases are) covered under other mutual aid agreements between or among one or more of the Cities.

2. For the purposes of this Agreement the following words and phrases shall have the meanings set forth below unless the context otherwise clearly indicates another meaning:

A. “MAA” means that certain *Mutual Aid Agreement* relating to the provision of mutual aid assistance relating to disaster and emergency events within Dallas County by and among various local governmental entities local all in or part within Dallas County, Texas, including, but not limited to Addison (which signed the MAA on July 26, 2011), Carrollton (which signed the MAA on January 11, 2011), Coppell (which signed the MAA on January 11, 2011), and Farmers Branch (which signed the MAA on December 16, 2010).

B. “Emergency Condition” means any condition requiring water rescue, fire protection or emergency medical services, inclusively.

C. “Receiving City” means the City within whose corporate limits the location of the site where the Emergency Condition is occurring.

D. "Responding City" means the City responding to a call relating to an Emergency Condition pursuant to this Agreement the site of which is within the incorporated limits of another City.

3. Details as to amounts and types of assistance to be dispatched, methods of dispatching and communications, training programs and procedures and areas to be assisted will be developed by the Cities' Fire Chiefs. These details will be stipulated in one or more Memoranda of Understanding ("MOU") signed by the Fire Chiefs of the Cities to which the MOU applies. Each MOU may be revised or amended at any time by mutual agreement of the Fire Chiefs whose departments are parties to the MOU. The MOUs entered pursuant to this Agreement may include and apply to two, three, or all four of the Cities as necessary to carry out the purpose of this Agreement. In the event of a conflict between an MOU and the main body of this Agreement, this Agreement shall control.

4. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

A. The predetermined amount of aid, type of equipment and number of personnel shall be sent by the Responding City in accordance with the applicable MOU, unless such amount of assistance is unavailable due to emergency conditions confronting the Receiving City's or Responding City's forces at the time of need for assistance under this Agreement.

B. In fulfilling their obligations provided for in this Agreement, the Cities agree to comply with the procedures set forth in the MOU's which their respective Fire Chiefs have signed pursuant to this Agreement, a copy of which shall be placed on file in the office of the City Secretary of each City in reference to this Agreement and made part hereof for all purposes upon its completion and execution by the Chiefs.

5. Each City waives all claims against the other Cities for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement and each MOU entered pursuant to this Agreement. THE ASSIGNMENT OF LIABILITY UNDER THIS AGREEMENT IS INTENDED TO BE DIFFERENT THAN LIABILITY OTHERWISE ASSIGNED UNDER TEXAS GOVERNMENT CODE SECTION 791.006, SUBSECTION (a). INSTEAD, LIABILITY, IF ANY, SHALL BE AS SET OUT IN THIS AGREEMENT, AS PROVIDED BY TEXAS GOVERNMENT CODE SECTION 791.006, SUBSECTION (a1). EACH CITY SHALL BE RESPONSIBLE FOR ANY LIABILITY RESULTING FROM ITS OWN ACTIONS OR OMISSIONS, AND THOSE OF ITS OWN EMPLOYEES, REGARDLESS OF WHICH CITY WOULD HAVE BEEN RESPONSIBLE, IN THE ABSENCE OF THIS AGREEMENT, FOR FURNISHING THE SERVICES PROVIDED. THIS PROVISION IS FOR THE BENEFIT OF THE CITIES AND IS NOT INTENDED TO CREATE A THIRD-PARTY CAUSE OF ACTION OR WAIVE ANY IMMUNITIES OR DEFENSES AVAILABLE TO THE CITIES.

6. A Responding City, whether one or more, shall not be reimbursed by the Receiving City for costs incurred pursuant to this Agreement. It is understood and agreed that each City has previously entered into the MAA. Costs incurred and to be reimbursed pursuant to the MAA shall be governed under the terms of the MAA. An employee of a Responding City who is assigned, designated or ordered by the employee's Fire Chief to perform duties pursuant to this Agreement shall receive the same wage, salary, pension, and all other compensation and rights for the performance of such duties, including injury or death benefits, and Worker's Compensation benefits, as though the service had been rendered within the corporate limits of Responding City where the person is regularly employed. Moreover, all medical expenses, wage and disability payments, except for those payments each City is required to pay under the MAA, pension payments, damage to equipment and clothing, and expenses of travel, food, and lodging shall be paid by the City with which the employee in question is regularly employed. Notwithstanding the **AGREEMENT FOR FIRE DEPARTMENT AUTOMATIC ASSISTANCE: ADDISON, CARROLLTON, COPPELL & FARMERS BRANCH:**

foregoing to the contrary, as to any mutual assistance between or among the Cities arising out of the occurrence of an Emergency Condition in the areas described in an MOU, the conditions and obligations of this Agreement shall take precedence over the conditions and obligations of the MAA. The resources necessary for the Cities to meet their respective obligations under this Agreement are deemed to be unavailable to provide services under the MAA.

7. All equipment used by each City's fire department in carrying out this Agreement will, during the time response services are being performed, be owned by the Responding City; and all personnel acting for each City's fire department under this Agreement will, during the time response services are required, be paid employees of the City where they are regularly employed.

8. At all times while equipment and employees of a Responding City's fire department are traveling to, from, or within the incorporated limits of the Receiving City in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used by the Responding City. Further, such equipment and personnel shall be deemed to be engaged in a governmental function for the Responding City.

9. In the event that any person performing duties subject to this Agreement shall be cited as a defendant party to any state or federal civil lawsuit arising out of the person's official acts while performing duties pursuant to the terms of the Agreement, such person shall be entitled to the same benefits that the person would be entitled to receive had such civil action arisen out of an official act within the course and scope of the person's duties as an employee of the City where the person is regularly employed and occurred within the jurisdiction of the City where the person is regularly employed. The benefits described in this Section 9 shall be supplied by the City with whom the person is regularly employed. However, in situations where the other Receiving City may be liable, in whole or in part, for the payment of damages, then the Receiving City may intervene in such cause of action to protect its interests.

10. Each City shall have the right to terminate its participation in this Agreement by providing written notice to the other Cities not later than ninety (90) days prior to the date of termination of such City's participation.

11. The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the Cities shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Cities agree to submit to the personal and subject matter jurisdiction of said court.

12. In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13. This Agreement is made for the Cities' respective fire departments as automatic assistance pursuant to V.T.C.A., Government Code, Chapter 418, commonly referred to as the Disaster Act of 1975; and nothing in this Agreement is intended to limit the availability of benefits to each City's personnel under Texas Government Code Chapter 615, as amended, and as it may be amended in the future.

14. Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, by hand-delivery or facsimile transmission and addressed to the respective City at the following address:

If intended for Town of Addison:

Town of Addison
Attn: City Manager
5300 Belt Line Road
Dallas, Texas 75254

With copy(ies) to:

City Attorney
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

Town of Addison
Attn: Fire Chief
5300 Belt Line Road
Dallas, Texas 75254

If intended for City of Carrollton:

City of Carrollton
Attn: City Manager
1945 E. Jackson Road
Carrollton, Texas 75006

With copy(ies) to:

City Attorney
City of Carrollton
1945 E. Jackson Road
Carrollton, Texas 75006

City of Carrollton
Attn: Fire Chief
1945 E. Jackson Road
Carrollton, Texas 75006

If intended for City of Coppell:

City of Coppell
Attn: City Manager
255 E. Parkway Boulevard
Coppell, Texas 75019

With copy(ies) to:

Robert E. Hager
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

City of Coppell
Attn: Fire Chief
255 E. Parkway Boulevard
Coppell, Texas 75019

If intended for City of Farmers Branch:

City of Farmers Branch
Attn: City Manager
13000 William Dodson Parkway
Farmers Branch, Texas 75234

With copy(ies) to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

City of Farmers Branch
Attn: City Manager
13333 Hutton Drive
Farmers Branch, Texas 75234

15 In the performance of this Agreement, none of the Cities waive, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to them against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Cities **AGREEMENT FOR FIRE DEPARTMENT AUTOMATIC ASSISTANCE: ADDISON, CARROLLTON, COPPELL & FARMERS BRANCH:**

do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.

16. This Agreement and the MOU's entered pursuant to this Agreement represent the entire agreement among the Cities with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

17. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

18. The recitals to this Agreement are incorporated herein.

19. This Agreement may be amended by the mutual written agreement of all Cities.

20. Each City has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each City has been properly authorized and empowered to sign this Agreement. The persons signing this Agreement hereby represent that they have authorization to sign on behalf of their respective City.

21. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

22. No City may assign, transfer, or otherwise convey this Agreement without the prior written consent of the other Cities.

23. Unless expressly stated otherwise, whenever the consent or the approval of a City is required herein, such City shall not unreasonably withhold, delay or deny such consent or approval.

24. Whenever a dispute or disagreement arises under the provisions of this Agreement, the Cities agree to enter into good faith negotiations to resolve such disputes. If the matter continues to remain unresolved, the Cities shall refer the matter to outside mediation, the costs of which shall be shared equally, prior to engaging in litigation (unless delaying the filing of a lawsuit might result in the lawsuit being barred, including but not limited to a bar by a statute of limitations). The provisions of this Section 24 shall survive termination.

25. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the Cities, pertaining to a period of time following the termination of this Agreement shall survive termination.

26. Each City paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying City or from funds otherwise lawfully available to the City for use in the payment of the City's obligations pursuant to this Agreement.

27. No City shall be liable to any or all of the other Cities for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the City's respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a City is not legally responsible or which is not reasonably within its power to control ("a Force Majeure Event"). The affected City's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the City whose
**AGREEMENT FOR FIRE DEPARTMENT AUTOMATIC ASSISTANCE: ADDISON, CARROLLTON, COPPELL & FARMERS
BRANCH:**

performance is affected by a Force Majeure Event shall endeavor to remove or overcome the inability claimed with all reasonable dispatch.

28. This Agreement shall be effective and enforceable as to those Cities who have signed this Agreement on the date it has been signed by an authorized representative of such Cities, but in no case earlier than the date the date it bears the signature of the authorized representative of two of the Cities (“the Effective Date”).

(Signatures on Following Pages)

Town of Addison Signature Page

SIGNED AND AGREED this _____ day of _____, 2015.

TOWN OF ADDISON

By: _____
Charles W. Daniels, Interim City Manager

ATTEST:

Laura Bell, City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

City of Carrollton Signature Page

SIGNED AND AGREED this _____ day of _____, 2015.

CITY OF CARROLLTON

By: _____
Leonard Martin, City Manager

ATTEST:

Krystle F. Nelinson, City Secretary

APPROVED AS TO FORM:

Meredith A. Ladd, City Attorney

City of Coppell Signature Page

SIGNED AND AGREED this _____ day of _____, 2015.

CITY OF COPPELL

By: _____
Clay Phillips, City Manager

ATTEST:

Christel Pettinos, City Secretary

APPROVED AS TO FORM:

City Attorney

City of Farmers Branch Signature Page

SIGNED AND AGREED this _____ day of _____, 2015.

CITY OF FARMERS BRANCH

By: _____
Gary D. Greer, City Manager

ATTEST:

Amy Piukana, Interim City Secretary

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

TOWN OF ADDISON, TEXAS

RESOLUTION NO. R15-0XX

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT FOR FIRE DEPARTMENT AUTOMATIC ASSISTANCE BETWEEN THE TOWN OF ADDISON AND THE CITIES OF CARROLLTON, COPPELL AND FARMERS BRANCH AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison and its neighboring cities of Carrollton, Coppell and Farmers Branch desire to maximize cooperation among the cities and promote a stronger homeland security effort through regionalism and promulgated by the Department of Homeland Security; and

WHEREAS, City Council desires to secure for its residents and businesses, the benefits of automatic assistance in the protection of life and property from fire and other disasters as well as provision of aid in the event of medical emergencies.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, THAT:

- 1.** The Agreement for Fire Department Automatic Assistance attached hereto as **Exhibit A** is hereby approved and the City Manager is authorized to execute the agreement.
- 2.** This Resolution shall be effective from and after its date of passage

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, this the 27th day of October, 2015.

Todd Meier, Mayor

ATTEST:

APPROVED AS TO FORM:

Laura Bell, City Secretary

Brenda N. McDonald, City Attorney

EXHIBIT A

AGREEMENT FOR FIRE DEPARTMENT AUTOMATIC ASSISTANCE

**AMONG THE TOWN OF ADDISON, CITY OF CARROLLTON, CITY OF COPPELL AND
CITY OF FARMERS BRANCH**

THIS AGREEMENT FOR FIRE DEPARTMENT AUTOMATIC ASSISTANCE (this "Agreement") is entered into as of the Effective Date by and among the Town of Addison, City of Carrollton, City of Coppell and City of Farmers Branch, (hereinafter referred to as "Addison," "Carrollton," "Coppell" and "Farmers Branch," respectively, as a "City," when referenced individually or, collectively as the "Cities"), all of which are Texas home rule municipalities, each acting herein through its duly authorized officials.

RECITALS

WHEREAS, this Agreement serves to maximize cooperation among the Cities and promote a stronger homeland security effort through regionalism as promulgated by the Department of Homeland Security; and,

WHEREAS, the governing officials of the Cities, political subdivisions of the State of Texas and United States of America, desire to secure for each such entity the benefits of automatic assistance in the protection of life and property from fire and other disasters as well as provision of aid in the event of medical emergencies;

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, the Cities agree as follows:

1. In consideration of each City's automatic assistance to one or more of the other Cities upon the occurrence of an emergency condition in any portion of the designated area where this Agreement for Fire Department Automatic Assistance is in effect, a predetermined number and amount of rescue equipment and personnel, firefighting equipment and/or emergency medical equipment or personnel of one or more of the Cities shall be dispatched, to such point where the emergency condition exists in order to assist in the protection of life and property subject to the conditions hereinafter stated. The Cities acknowledge and agree that the services and assistance described herein relate only to firefighting and emergency medical services provided by the fire departments of the respective Cities. This Agreement does not require the provision of mutual aid through any other departments or agencies of the Cities, which mutual aid may be (and in some cases are) covered under other mutual aid agreements between or among one or more of the Cities.

2. For the purposes of this Agreement the following words and phrases shall have the meanings set forth below unless the context otherwise clearly indicates another meaning:

A. "MAA" means that certain *Mutual Aid Agreement* relating to the provision of mutual aid assistance relating to disaster and emergency events within Dallas County by and among various local governmental entities local all in or part within Dallas County, Texas, including, but not limited to Addison (which signed the MAA on July 26, 2011), Carrollton (which signed the MAA on January 11, 2011), Coppell (which signed the MAA on January 11, 2011), and Farmers Branch (which signed the MAA on December 16, 2010).

B. "Emergency Condition" means any condition requiring water rescue, fire protection or emergency medical services, inclusively.

C. "Receiving City" means the City within whose corporate limits the location of the site where the Emergency Condition is occurring.

D. "Responding City" means the City responding to a call relating to an Emergency Condition pursuant to this Agreement the site of which is within the incorporated limits of another City.

3. Details as to amounts and types of assistance to be dispatched, methods of dispatching and communications, training programs and procedures and areas to be assisted will be developed by the Cities' Fire Chiefs. These details will be stipulated in one or more Memoranda of Understanding ("MOU") signed by the Fire Chiefs of the Cities to which the MOU applies. Each MOU may be revised or amended at any time by mutual agreement of the Fire Chiefs whose departments are parties to the MOU. The MOUs entered pursuant to this Agreement may include and apply to two, three, or all four of the Cities as necessary to carry out the purpose of this Agreement. In the event of a conflict between an MOU and the main body of this Agreement, this Agreement shall control.

4. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

A. The predetermined amount of aid, type of equipment and number of personnel shall be sent by the Responding City in accordance with the applicable MOU, unless such amount of assistance is unavailable due to emergency conditions confronting the Receiving City's or Responding City's forces at the time of need for assistance under this Agreement.

B. In fulfilling their obligations provided for in this Agreement, the Cities agree to comply with the procedures set forth in the MOU's which their respective Fire Chiefs have signed pursuant to this Agreement, a copy of which shall be placed on file in the office of the City Secretary of each City in reference to this Agreement and made part hereof for all purposes upon its completion and execution by the Chiefs.

5. Each City waives all claims against the other Cities for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement and each MOU entered pursuant to this Agreement. THE ASSIGNMENT OF LIABILITY UNDER THIS AGREEMENT IS INTENDED TO BE DIFFERENT THAN LIABILITY OTHERWISE ASSIGNED UNDER TEXAS GOVERNMENT CODE SECTION 791.006, SUBSECTION (a). INSTEAD, LIABILITY, IF ANY, SHALL BE AS SET OUT IN THIS AGREEMENT, AS PROVIDED BY TEXAS GOVERNMENT CODE SECTION 791.006, SUBSECTION (a1). EACH CITY SHALL BE RESPONSIBLE FOR ANY LIABILITY RESULTING FROM ITS OWN ACTIONS OR OMISSIONS, AND THOSE OF ITS OWN EMPLOYEES, REGARDLESS OF WHICH CITY WOULD HAVE BEEN RESPONSIBLE, IN THE ABSENCE OF THIS AGREEMENT, FOR FURNISHING THE SERVICES PROVIDED. THIS PROVISION IS FOR THE BENEFIT OF THE CITIES AND IS NOT INTENDED TO CREATE A THIRD-PARTY CAUSE OF ACTION OR WAIVE ANY IMMUNITIES OR DEFENSES AVAILABLE TO THE CITIES.

6. A Responding City, whether one or more, shall not be reimbursed by the Receiving City for costs incurred pursuant to this Agreement. It is understood and agreed that each City has previously entered into the MAA. Costs incurred and to be reimbursed pursuant to the MAA shall be governed under the terms of the MAA. An employee of a Responding City who is assigned, designated or ordered by the employee's Fire Chief to perform duties pursuant to this Agreement shall receive the same wage, salary, pension, and all other compensation and rights for the performance of such duties, including injury or death benefits, and Worker's Compensation benefits, as though the service had been rendered within the corporate limits of Responding City where the person is regularly employed. Moreover, all medical expenses, wage and disability payments, except for those payments each City is required to pay under the MAA, pension payments, damage to equipment and clothing, and expenses of travel, food, and lodging shall be paid by the City with which the employee in question is regularly employed. Notwithstanding the AGREEMENT FOR FIRE DEPARTMENT AUTOMATIC ASSISTANCE: ADDISON, CARROLLTON, COPPELL & FARMERS
BRANCH:

Page 2 of 10
(KBL:9/17/15:72926)

foregoing to the contrary, as to any mutual assistance between or among the Cities arising out of the occurrence of an Emergency Condition in the areas described in an MOU, the conditions and obligations of this Agreement shall take precedence over the conditions and obligations of the MAA. The resources necessary for the Cities to meet their respective obligations under this Agreement are deemed to be unavailable to provide services under the MAA.

7. All equipment used by each City's fire department in carrying out this Agreement will, during the time response services are being performed, be owned by the Responding City; and all personnel acting for each City's fire department under this Agreement will, during the time response services are required, be paid employees of the City where they are regularly employed.

8. At all times while equipment and employees of a Responding City's fire department are traveling to, from, or within the incorporated limits of the Receiving City in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used by the Responding City. Further, such equipment and personnel shall be deemed to be engaged in a governmental function for the Responding City.

9. In the event that any person performing duties subject to this Agreement shall be cited as a defendant party to any state or federal civil lawsuit arising out of the person's official acts while performing duties pursuant to the terms of the Agreement, such person shall be entitled to the same benefits that the person would be entitled to receive had such civil action arisen out of an official act within the course and scope of the person's duties as an employee of the City where the person is regularly employed and occurred within the jurisdiction of the City where the person is regularly employed. The benefits described in this Section 9 shall be supplied by the City with whom the person is regularly employed. However, in situations where the other Receiving City may be liable, in whole or in part, for the payment of damages, then the Receiving City may intervene in such cause of action to protect its interests.

10. Each City shall have the right to terminate its participation in this Agreement by providing written notice to the other Cities not later than ninety (90) days prior to the date of termination of such City's participation.

11. The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the Cities shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Cities agree to submit to the personal and subject matter jurisdiction of said court.

12. In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13. This Agreement is made for the Cities' respective fire departments as automatic assistance pursuant to V.T.C.A., Government Code, Chapter 418, commonly referred to as the Disaster Act of 1975; and nothing in this Agreement is intended to limit the availability of benefits to each City's personnel under Texas Government Code Chapter 615, as amended, and as it may be amended in the future.

14. Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, by hand-delivery or facsimile transmission and addressed to the respective City at the following address:

AGREEMENT FOR FIRE DEPARTMENT AUTOMATIC ASSISTANCE: ADDISON, CARROLLTON, COPPELL & FARMERS
BRANCH:

Page 3 of 10
(KBL:9/17/15:72926)

If intended for Town of Addison:

Town of Addison
Attn: City Manager
5300 Belt Line Road
Dallas, Texas 75254

With copy(ies) to:

City Attorney
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

Town of Addison
Attn: Fire Chief
5300 Belt Line Road
Dallas, Texas 75254

If intended for City of Carrollton:

City of Carrollton
Attn: City Manager
1945 E. Jackson Road
Carrollton, Texas 75006

With copy(ies) to:

City Attorney
City of Carrollton
1945 E. Jackson Road
Carrollton, Texas 75006

City of Carrollton
Attn: Fire Chief
1945 E. Jackson Road
Carrollton, Texas 75006

If intended for City of Coppell:

City of Coppell
Attn: City Manager
255 E. Parkway Boulevard
Coppell, Texas 75019

With copy(ies) to:

Robert E. Hager
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

City of Coppell
Attn: Fire Chief
255 E. Parkway Boulevard
Coppell, Texas 75019

If intended for City of Farmers Branch:

City of Farmers Branch
Attn: City Manager
13000 William Dodson Parkway
Farmers Branch, Texas 75234

With copy(ies) to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

City of Farmers Branch
Attn: City Manager
13333 Hutton Drive
Farmers Branch, Texas 75234

15 In the performance of this Agreement, none of the Cities waive, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to them against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Cities AGREEMENT FOR FIRE DEPARTMENT AUTOMATIC ASSISTANCE: ADDISON, CARROLLTON, COPPELL & FARMERS BRANCH:

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do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.

16. This Agreement and the MOU's entered pursuant to this Agreement represent the entire agreement among the Cities with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

17. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

18. The recitals to this Agreement are incorporated herein.

19. This Agreement may be amended by the mutual written agreement of all Cities.

20. Each City has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each City has been properly authorized and empowered to sign this Agreement. The persons signing this Agreement hereby represent that they have authorization to sign on behalf of their respective City.

21. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

22. No City may assign, transfer, or otherwise convey this Agreement without the prior written consent of the other Cities.

23. Unless expressly stated otherwise, whenever the consent or the approval of a City is required herein, such City shall not unreasonably withhold, delay or deny such consent or approval.

24. Whenever a dispute or disagreement arises under the provisions of this Agreement, the Cities agree to enter into good faith negotiations to resolve such disputes. If the matter continues to remain unresolved, the Cities shall refer the matter to outside mediation, the costs of which shall be shared equally, prior to engaging in litigation (unless delaying the filing of a lawsuit might result in the lawsuit being barred, including but not limited to a bar by a statute of limitations). The provisions of this Section 24 shall survive termination.

25. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the Cities, pertaining to a period of time following the termination of this Agreement shall survive termination.

26. Each City paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying City or from funds otherwise lawfully available to the City for use in the payment of the City's obligations pursuant to this Agreement.

27. No City shall be liable to any or all of the other Cities for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the City's respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a City is not legally responsible or which is not reasonably within its power to control ("a Force Majeure Event"). The affected City's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the City whose AGREEMENT FOR FIRE DEPARTMENT AUTOMATIC ASSISTANCE: ADDISON, CARROLLTON, COPPELL & FARMERS
BRANCH:

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performance is affected by a Force Majeure Event shall endeavor to remove or overcome the inability claimed with all reasonable dispatch.

28. This Agreement shall be effective and enforceable as to those Cities who have signed this Agreement on the date it has been signed by an authorized representative of such Cities, but in no case earlier than the date the date it bears the signature of the authorized representative of two of the Cities (“the Effective Date”).

(Signatures on Following Pages)

AGREEMENT FOR FIRE DEPARTMENT AUTOMATIC ASSISTANCE: ADDISON, CARROLLTON, COPPELL & FARMERS
BRANCH: **Page 6 of 10**
(KBL:9/17/15:72926)

Town of Addison Signature Page

SIGNED AND AGREED this _____ day of _____, 2015.

TOWN OF ADDISON

By: _____
Charles W. Daniels, Interim City Manager

ATTEST:

Laura Bell, City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

AGREEMENT FOR FIRE DEPARTMENT AUTOMATIC ASSISTANCE: ADDISON, CARROLLTON, COPPELL & FARMERS
BRANCH: **Page 7 of 10**
(KBL:9/17/15:72926)

City of Carrollton Signature Page

SIGNED AND AGREED this _____ day of _____, 2015.

CITY OF CARROLLTON

By: _____
Leonard Martin, City Manager

ATTEST:

Krystle F. Nelinson, City Secretary

APPROVED AS TO FORM:

Meredith A. Ladd, City Attorney

AGREEMENT FOR FIRE DEPARTMENT AUTOMATIC ASSISTANCE: ADDISON, CARROLLTON, COPPELL & FARMERS
BRANCH: **Page 8 of 10**
(KBL:9/17/15:72926)

City of Coppell Signature Page

SIGNED AND AGREED this _____ day of _____, 2015.

CITY OF COPPELL

By: _____
Clay Phillips, City Manager

ATTEST:

Christel Pettinos, City Secretary

APPROVED AS TO FORM:

City Attorney

AGREEMENT FOR FIRE DEPARTMENT AUTOMATIC ASSISTANCE: ADDISON, CARROLLTON, COPPELL & FARMERS
BRANCH: **Page 9 of 10**
(KBL:9/17/15:72926)

City of Farmers Branch Signature Page

SIGNED AND AGREED this _____ day of _____, 2015.

CITY OF FARMERS BRANCH

By: _____
Gary D. Greer, City Manager

ATTEST:

Amy Piukana, Interim City Secretary

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

AGREEMENT FOR FIRE DEPARTMENT AUTOMATIC ASSISTANCE: ADDISON, CARROLLTON, COPPELL & FARMERS
BRANCH: **Page 10 of 10**
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AI-1295

5.

Work Session and Regular Meeting

Meeting Date: 10/27/2015

Department: Infrastructure- Development Services

AGENDA CAPTION:

Consider A **Resolution Authorizing The City Manager To Enter Into An Agreement With The Texas Department Of Transportation To Participate In The Routine Airport Maintenance Program (RAMP) Grant For Airport Improvements At Addison Airport** In An Amount Not To Exceed \$50,000.00.

BACKGROUND:

The Town of Addison annually receives a RAMP (Routine Airport Maintenance Program) grant administered by the Texas Department of Transportation (TxDOT), Aviation Department under the State Block Grant program. Maintenance projects on the airport such as, pavement repairs, pavement markings, general maintenance, are eligible for this grant. This year staff has earmarked the grant to be used for various pavement improvements.

The grant will be a 50/50 matching grant, \$50,000 TxDOT Funds and \$50,000 Town of Addison Airport Funds. The funds required for the Town's share is budgeted and available in the Airport fund.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution

Grant

Grant Letter

Grant Agreement for Routine Airport Maintenance Program Funds (RAMP)

RESOLUTION

WHEREAS, the Town of Addison, hereinafter referred to as Sponsor, intends to make certain improvement to the Addison Airport; and

WHEREAS, the general description of the project is described as: Airport Improvements (Taxiway Improvements & AWOS Maintenance); and

WHEREAS, the Sponsor is currently eligible for R.A.M.P. funds of \$50,000; and

WHEREAS, the Sponsor has available and will provide at least 50% of the project costs with local funds;

NOW, THEREFORE, BE IT RESOLVED, that the Sponsor hereby accepts R.A.M.P. funds from the Texas Department of Transportation for these improvements;

AND, BE IT FURTHER RESOLVED, that the Sponsor hereby directs Charles W. Daniels, Interim City Manager to execute on behalf of the Sponsor, at the appropriate time, and with the appropriate authorizations of this governing body, all contracts and agreements with the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the improvements to the Addison Airport.

Todd Meier, Mayor Town of
Addison

Date

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM**

(State Assisted Airport Routine Maintenance)

TxDOT CSJ No.: M1618ADDS

Part I - Identification of the Project

TO: The Town of Addison, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the Town of Addison, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the Addison Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2016, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.
5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
 - e. it shall not enter into any agreement nor permit any aircraft to gain direct ground access to the sponsor's airport from private property adjacent to or in the immediate area of the airport. Further, Sponsor shall not allow aircraft direct ground access to private property. Sponsor shall be subject to this prohibition, commonly known as a "through-the-fence operation," unless an exception is granted in writing by the State due to extreme circumstances; and
 - f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and
 - g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
 - h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
 - i. an Airport Fund shall be established by resolution, order or ordinance in the

treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and

- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
 - k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.
1. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
 2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
 3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

PART IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an

irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;

- d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
- e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- f. reimburse sponsor for approved contract maintenance costs no more than once a month.

PART V - Recitals

- 1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
- 2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.
- 3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or

orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.

- b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
- 4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
- 5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
- 6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VI - Acceptances

Sponsor

The Town of Addison, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this _____ day of _____, 20____.

The Town of Addison, Texas

Sponsor

Witness Signature

Sponsor Signature

Witness Title

Sponsor Title

Certificate of Attorney

I, _____, acting as attorney for the Town of Addison, Texas, do certify that I have fully examined the Grant and the proceedings taken by the Sponsor relating to the acceptance of the Grant, and find that the manner of acceptance and execution of the Grant by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at _____, Texas, this _____ day of _____, 20____.

Witness Signature

Attorney's Signature

Witness Title

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By:_____

Date:_____

Attachment A
Scope of Services
TxDOT CSJ No.:M1618ADDS

Eligible Scope Item:	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$100,000.00	\$50,000.00	\$50,000.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
TOTAL	\$100,000.00	\$50,000.00	\$50,000.00

Accepted by: The Town of Addison, Texas

Signature

Title: _____

Date: _____

GENERAL MAINTENANCE: As needed, Sponsor may contract for services/purchase materials for routine maintenance/improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide/application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT CSJ No.: M1618ADDS

The Town of Addison does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

The Town of Addison, Texas
(Sponsor)

By: _____

Title: _____

Date: _____

Certification of State Single Audit Requirements

I, _____, do certify that the Town of Addison will comply with all
(Designated Representative)

requirements of the State of Texas Single Audit Act if the Town of Addison spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the Town of Addison will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Signature

Title

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT CSJ Number: M1618ADDS

The Town of Addison designates, _____
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

The Town of Addison, Texas
(Sponsor)

By: _____

Title: _____

Date: _____

DESIGNATED REPRESENTATIVE

Mailing Address: _____

Overnight Mailing Address: _____

Telephone/Fax Number: _____

Email address: _____



AVIATION DIVISION

125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • 512/416-4500 • FAX 512/416-4510

September 1, 2015

Ms. Lisa Pyles, Director, Infrastructure
Operations and Services
The Town of Addison
P.O. Box 9010
Addison, Texas 75001

TxDOT CSJ No.: M1618ADDS
Fund Source: 00200

Dear Ms. Pyles:

A FY2016 Routine Airport Maintenance Grant is enclosed for the Addison Airport. The Town of Addison has participated in the Routine Airport Maintenance Program in past years, and the 2016 grant is provided to continue your maintenance efforts.

The TxDOT CSJ No. M1618ADDS grant for airport maintenance between the Town of Addison, as airport sponsor, and the Texas Department of Transportation is attached as an Adobe Acrobat document.

The amount of the FY2016 grant is based on previous year grant expenditures - if the amount needs to be adjusted, please let me know. An airport General Maintenance description has been included on Attachment-A Scope of Services so that grant funds can be used for these types of items without having to amend the grant as projects come up. Amendments can be done at your request any time after execution to add special projects or to increase the grant amount.

Please print out the grant and however many additional copies the Town of Addison may need for retained paper records and execute the Agreement, complete the Certifications, and return the accepted grant as soon as possible. It will be necessary for your attorney to endorse your acceptance of the Agreement to assure that it has been accepted in accordance with local laws. The Grant Agreement and Certifications should have original signatures for acceptance.

TxDOT will be retaining the grant file electronically and will not retain a paper record copy of your executed grant.

If you **do not need a paper copy** of the executed grant returned to you, please scan the fully signed and witnessed grant document and e-mail it to me at megan.caffall@txdot.gov. I will have the grant executed by the state and return an electronic copy of the executed grant to you by e-mail.

Ms. Lisa Pyles
Page 2

If you need a paper copy(ies) of the executed grant, please return all copies of the fully signed and witnessed documents to:

***Mailing Address - TxDOT Aviation Division
125 E. 11th Street
Austin, Texas 78701-2483.***

***Overnight Address - TxDOT Aviation Division
200 E. Riverside Drive
Austin TX 78704***

If you have any questions, or need additional information please contact me at 1-800-687-4568 or megan.caffall@txdot.gov. The Texas Department of Transportation Aviation Division appreciates your participation in preserving and improving the Texas Airport System, and looks forward to working with you at the Addison Airport.

Sincerely,



Megan Caffall
RAMP Program Manager

cc: Russell Emerson, Dallas District
Enclosures

AI-1355

6.

Work Session and Regular Meeting

Meeting Date: 10/27/2015

Department: Infrastructure- Development Services

AGENDA CAPTION:

Consider An **Ordinance Amending Chapter 66 (Solid Waste) Of The Code Of Ordinances For The Town Of Addison To Provide Regulations For The Placement Of Recycle Containers.**

BACKGROUND:

On August 25th, the Council awarded a contract to Community Waste Disposal, LLC. (CWD), for residential refuse and recycling services. The first day of service from CWD will be on November 2, 2015. CWD will deliver 64 gallon recycling rolling carts to residents in single-family residential units the week of October 26th.

Currently, Chapter 66. Solid Waste of the Addison Municipal Code does not address the requirements for the placement and removal of the rolling carts. The attached draft Ordinance provides regulations for the placement and removal of the rolling carts and provides for a penalty for non-compliance with the ordinance.

The proposed revised ordinance provides that the trash and recycling materials must be in the designated location for pick-up no earlier than 6:00 pm the night before collection and no later than 7:00 am the day of collection. Recycling material must be placed in the container that will be provided by CWD. The recycling containers must be placed either on the curb line in the front of the residence or, if appropriate, the alley behind the residence. It must then be removed no later than 12 hours after collection. In between collection days, the recycling containers shall be stored in a place and screened in such a manner that it is not visible from the street. Recycling carts removed from an alley shall be stored on private property behind the alley fence line and back from the alleyway. A violation of this ordinance constitutes a Class C misdemeanor punishable by a fine as set forth in Section 1-7 of the Code of Ordinances for Addison.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING CHAPTER 66 (SOLID WASTE) OF THE CODE OF ORDINANCES, TOWN OF ADDISON, TEXAS, TO PROVIDE REGULATIONS FOR THE PLACEMENT OF RECYCLE CONTAINERS; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING FOR SAVINGS, SEVERABILITY AND AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, THAT:

Section 1. The Code of Ordinances, Town of Addison, Texas, Chapter 66 (Solid Waste), Section 66-32 – Location of receptacles; use, shall be renamed to read:

Sec. 66-32. – Location of trash receptacles; use.

Section 2. The Code of Ordinances, Town of Addison, Texas, Chapter 66 (Solid Waste), Section 66-33 – Receptacle capacity, shall be renamed to read:

Sec. 66-33. – Trash receptacle capacity.

Section 3. The Code of Ordinances, Town of Addison, Texas, Chapter 66 (Solid Waste) shall be amended to add a new Sec. 66-34 which shall read in its entirety as follows:

Sec. 66-34. – Times for trash and recycling container placement and removal.

All solid waste receptacles and recycling containers shall be placed at the designated collection area (curbside or alley as appropriate as required by Section 66-36) by 7:00 a.m. on the day of collection. Disposable trash receptacles and recycling containers shall not be set out earlier than 6 p.m. the night before collection day and must be removed from the collection point within 12 hours after collection.

Section 4. The Code of Ordinances, Town of Addison, Texas, Chapter 66 (Solid Waste) shall be amended to add a new Sec. 66-35 which shall read in its entirety as follows:

Sec. 66-35. – Recycling container use.

All materials shall be placed in the recycling container provided by the Town's solid waste collection vendor in such a manner as to prevent littering or spilling of materials onto the ground.

Section 5. The Code of Ordinances, Town of Addison, Texas, Chapter 66 (Solid Waste) shall be amended to add a new Sec. 66-36 which shall read in its entirety as follows:

Sec. 66-36. – Placement of recycling container for collection.

If the house from which the recycling is to be collected is adjacent to an alley, the owner, occupant, tenant, or lessee of such premises shall place the recycling container adjacent to the alley in order that the recycling container may be easily accessible to the collection contractor. If it is not practicable to collect the recycling from an alley, or if there is no alley adjacent to the premises, the owner, occupant, tenant, or lessee of the premises shall place the recycling container at the curb-line in front of the residence, easily visible from the street as to provide easy access to the collection contractor.

Section 6. The Code of Ordinances, Town of Addison, Texas, Chapter 66 (Solid Waste) shall be amended to add a new Sec. 66-37 which shall read in its entirety as follows:

Sec. 66-37. – Storage of recycling container following collection.

Recycling carts removed from the front of the residence shall be stored in a place and screened in such a manner that it is not visible from the street. Recycling carts removed from an alley shall be stored on private property behind the alley's fence line and back from the alleyway.

Section 7. Penalty Clause.

Any person, firm or corporation violating any of the provisions or terms of this Ordinance or the Code of Ordinances, Town of Addison, Texas as amended hereby, commits a Class C misdemeanor punishable by a fine as set forth in Section 1-7 of the Code of Ordinances, Addison, Texas for each offense, and each and every day such violation shall continue shall constitute a separate offense.

Section 8. Savings.

The Code of Ordinance, Addison, Texas, shall remain in full force and effect save and except as amended by this Ordinance.

Section 9. Cumulative Clause.

This Ordinance shall be cumulative of all provisions of state or federal law and other ordinances of the Town of Addison, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such other ordinances are hereby repealed.

Section 10. Severability Clause.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any

court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 11. Effective Date.

This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 27th day of October, 2015.

Todd Meier, Mayor

ATTEST:

Laura Bell, City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

AI-1375

8.

Work Session and Regular Meeting

Meeting Date: 10/27/2015

Department: City Manager

AGENDA CAPTION:

Review, Discuss & Take Needed Action Regarding Public Comment Guidelines.

BACKGROUND:

In April, Council implemented the Public Comment portion of the agenda. A review was to come back to Council after 6 months. Council will discuss the guidelines and effectiveness of this portion of the agenda.

RECOMMENDATION:

n/a

AI-1384

9.

Work Session and Regular Meeting

Meeting Date: 10/27/2015

Department: City Manager

AGENDA CAPTION:

Discuss And Consider **Action Needed Regarding The Selection And Employment Of The City Manager.**

BACKGROUND:

n/a

RECOMMENDATION:

n/a

AI-1378

10.

Work Session and Regular Meeting

Meeting Date: 10/27/2015

Department: City Manager

AGENDA CAPTION:

Closed (executive) session of the Addison City Council pursuant to:

Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney(s) on a matter in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, pertaining to

- **Town of Addison v. Landmark Structures I, L.P. and Urban Green Energy Cause No. DC-15-0761 44th Judicial District Court, Dallas County, Texas**
- **The ponds or lakes at Vitruvian Park, located within the vicinity and east of the intersection of Vitruvian Way and Ponte Ave, and Farmers Branch Creek**

BACKGROUND:

n/a

RECOMMENDATION:

n/a

AI-1376

11.

Work Session and Regular Meeting

Meeting Date: 10/27/2015

Department: City Manager

AGENDA CAPTION:

RECONVENE INTO REGULAR SESSION: In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matter discussed in Executive Session.

BACKGROUND:

N/A

RECOMMENDATION:

N/A
